

Dolan, Gerard (MED)

From: [REDACTED]
Sent: Thursday, July 02, 2020 9:45 PM
To: BORIM Statutory Reports (MED)
Subject: Ethics Consideration Pertaining to a Suicide

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

I believe this is the correct place to do this and I am using an anonymous email address for my privacy. I am concerned about recent events and the actions taken by Dr Alok Kanojia (Certificate No. 74325) from Boston, MA leading up a suicide. A well-known content creator by the name Byron "Reckful" Bernstein committed suicide today after a battle with depression. This battle was well-known by the public. Dr Alok Kanojia did an interview with Bryon in December 2019 through his company HealthyGamer's social media pages. This is the link to the first interview talking about his depression and Bipolar diagnosis. I do not know if this very public interview contributed in any way to his suicide, but I cannot morally go by and not bring this to your attention as it should be investigated through the correct channels. As it seems to me, this doctor used Byron for monetary gains and did not give help him seek the correct therapy.

Cheers,

[REDACTED]

Dolan, Gerard (MED)

From: [REDACTED]
Sent: Friday, July 03, 2020 11:41 PM
To: BORIM Statutory Reports (MED)
Subject: Dr. Alok Kanojia Malpractice

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Dr. Alok Kanojia has been conducting malpractice in the form of pseudo therapy sessions to several streamers and personalities over the internet. One well known person had been Byron "Reckful" Bernstein, who committed suicide yesterday shortly after talking to Dr. Alok Kanojia.

Byron had jumped off his 200+ ft high apartment balcony.

Dr. Alok Kanojia boasts to have Harvard credentials and claims to not provide therapy but often blurs the line between providing educational material and conducting psychotherapy. And he has been indulging in providing this therapy to psychologically vulnerable yet popular people online to further his own career.



Commonwealth of Massachusetts
Board of Registration in Medicine
ONLINE COMPLAINT FORM

ONLINE COMPLAINT - ID 1922

Physician

Alok	M	Kanojia	
First Name	Middle Initial	Last Name	Generation

466 Commonwealth Avenue

Suite 201

Address Line 2

Boston	Massachusetts	02215
City	State	ZIP Code

Psychiatry	
Physician's Medical Specialty	Phone Number

Patient

First Name Middle Initial Last Name Generation

Address Line 1

Address Line 2

City _____ State _____ ZIP Code _____

[REDACTED] [REDACTED]
Email Daytime Telephone #

██████████ Date of Birth	Female Sex
--	----------------------------------

COMPLAINT

Dr. Kanojia or 'Dr. K' as he is known on the streaming platform Twitch.tv has marketed himself as a psychiatrist with a video-game focus. He hosts well-known content creators on the platform in a live stream in which thousands of viewers attend. On July 2nd, a subject of one of his sessions committed suicide. His name was Byron 'reckful' Bernstein. Although Byron seemed to feel positively regarding the session, I am concerned that it may have had negative repercussions further in the future. I am concerned about the ethics involved in performative 'therapy' sessions that require significant liability releases and disclaimers that the content streamed does not constitute a therapy session while requiring the subject to publicly explore their emotional trauma.

I am even more concerned about his initiative to launch a company called 'healthygamer.gg' which operates as a way for Dr. K to franchise psuedo-therapy and prey on the 'gamer' culture. His program involves a 6-12 week training module before these 'coaches' are approved to work with clients. I believe Dr. K is misrepresenting this program and website by attaching his persona, education, and credentials to it.

In summary, the two areas I am concerned that Dr. Kanojia is unethically operating in are:
1.) Hosting entertainment 'therapy' sessions akin to Dr. Phil on the Twitch platform 2.) Operating an unregulated group practice with coaches that are not qualified nor credentialed to treat the issues that they claim to be

Virtual / Remote Streams

Location of Incident

Ongoing

The incident date or dates of the complaint

Length of time the patient has been under the Physician's care

ACKNOWLEDGEMENT

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First Name

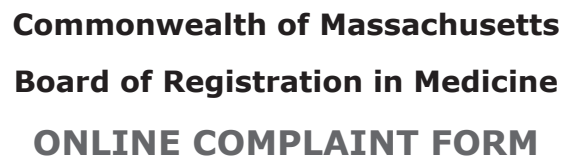


Last Name

7/6/2020

Date

Electronically Signed



Physician

Psychiatry	(512) 790-3920
Physician's Medical Specialty	Phone Number

██████████ Date of Birth	Male Sex
--	--------------------------------

COMPLAINT

Dr. Alok Kanojia (Dr. K), in addition to his private practice, runs a separate business called H HealthyGamerGG. He streams live on Twitch.tv sessions he has with people who play video games for a living.

As a primer, I want to lead off with a clip from a 'Drunk' Broadcast he did where he got slurred speech levels of drunk. Note he is an addiction specialist in private practice. I am queuing up to a point in the end where a viewer calls in and is suicidal: <https://youtu.be/-2pawGFyrfc?t=30028>

Please note that was broadcast to 10,000s of people on twitch.tv. That video above is hosted on a channel that is not run by Dr. K; the view count does not reflect his audience. All subsequent clips will be from his channel on youtube: <https://www.youtube.com/channel/UCIHVI2N3jPEbkNJVx-ItQIQ>

People come on with a variety of issues they are seeking help with from suicidal thoughts, trauma, and other SMI. Despite insisting he is not, Dr. K utilizes psychotherapeutic methods with a psychodynamic approach to help them overcome the negative thing affecting them. Sometimes these meetings are contained to one session (single session psychotherapy is a thing: <http://triggered.stanford.clockss.org/ServeContent?url=http://btci.stanford.clockss.org%2Fcgi%2Freprint%2F1%2F1%2F75.pdf>), but many are longitudinal. One notable case was a series of six conversations with one of the biggest video game streamers ever, Reckful (Real Name: Byron Bernstein) put him on the map in terms of viewership. Topics in this ranged from the suicide of his older brother when he was 10, discussion and how to treat BPD Byron had no previous BPD diagnosis, loneliness, and abandonment.

Disclaimer: I am not trying to misrepresent anything I acknowledge it is impossible to give the full context of conversations spanning 12 hours. This ought to be a unique case as you will actually be able to watch the very behavior in question and, in doing so, can see the context.

Link to all six videos: <https://www.youtube.com/playlist?list=PLYxtGyYUCbEHsU-cmmWwNRI6BZJMTz2rl> - Please note what Dr. K titled this playlist: Reckful- Loneliness, Emptiness, BPD (Borderline Personality Disorder)

Stream 2

Therapeutic Agreement: https://youtu.be/2yQpzk_xhH0?list=PLYxtGyYUCbEHsU-cmmWwNRI6BZJMTz2rl&t=4562

Stream 3

Dr. K discussing 'cures' to BPD: <https://youtu.be/TmPjGyvELRc?list=PLYxtGyYUCbEHsU-cmmWwNRI6BZJMTz2rl&t=2284> 38:07 - about 39:00

Dr. K claiming he claiming doesn't know if Byron has BPD:

<https://youtu.be/TmPjGyvELRc?list=PLYxtGyYUCbEHsU-cmmWwNRI6BZJMTz2rl&t=2416> - about 30 secs

Dr. K agreeing to 'love?' Byron for two years to cure his BPD the very treatment in the

earlier links: <https://youtu.be/TmPjGyvELRc?list=PLYxtGyYUCbEHsU-cmmWwNRI6BZJMTz2rl&t=2787> 46:27-46:50
Dr. Backtracking realizing he isn't licensed in TX where Byron is:
<https://youtu.be/Gw3uvvgqZR5k?t=417>

It is quite clear Byron viewed this relationship as therapeutic even being sarcastic in a 'wink-wink' we know we can't actually say its therapy way:
https://www.youtube.com/watch?v=2yQpzk_xhH0&feature=youtu.be&t=4562 1:16.02-1.216.33

Byron Jumped from the balcony in the very you see him broadcasting in on July 2nd.
<https://www.forbes.com/sites/paultassi/2020/07/02/byron-reckful-bernstein-beloved-twitch-streamer-and-wow-player-dies-at-31/>

A clip I made illustrating what I believe was a dangerous and misguided use of the eastern belief system he operates under to apply to a suicidal Byron. Again, it is purposefully out of context, and I cant not have it that way. All context is available on the videos in his channel 

By no means is this the only person he treated over the internet. In fact, simply view any of his recent videos. They often have mental disorders and trauma that he will use his medical skillset via psychotherapy to address

Video Title: #HealthyGamer #CPTSD #Twitch
"Can I be Fully Healed?" from C-PTSD | Dr. K Interviews

"I'm gonna tell you how you can get fully healed" proceeds to write out a treatment plan:
<https://youtu.be/dc8K1rt650U?t=4429>

At this point, it should be mentioned that Dr. K includes eastern Medicine and traditions with these people: <https://kanojiapsychiatry.com/approach/>

"Dr. Kanojia applies psychiatric interventions while simultaneously building resilience through Eastern therapies. This is known as a "sword and shield" approach as the combination of therapies helps patients quickly gain control and facilitate long-term goals. Dr. Kanojia combines the latest research with ancient practices to bring his patients the benefits of multiple bodies of knowledge to tangibly cultivate mental resilience. As a result, patients often benefit from quickly overcoming symptoms and identifying a path towards a stronger mental state."

This is important, though, because eastern traditions are not a deviation from formal treatment as he utilizes it in his private practice.

Basically, you can view almost any video on his channel and watch him provide therapy to people. Since he denies therapy is taking place, there can never be informed consent.

To make matters worse, most of the people that come on stream make living broadcasting on the same platform twitch.tv. That means they have another incentive beyond getting to go over and try and resolve their issues with a trained mental health specialist. Theme appearing in front of 10,000s of viewers increases there exposure, thus resulting in an increased viewership on their own channel. People who stream video games for a living have their revenue directly tied to how big their audience it. COming on Dr. K stream helps grow that. Is that a fair way to determine consent when someone comes on to discuss there childhood sexual abuse in front of 10,000 strangers? What if retraumatization occurs and they don't have another mental health service beside dr K?

I have contacted the district APA board, but I don't expect much, he could simply leave, and a fellow Harvard Professor chairs the committee. I have never met Dr. K, I have never talked to Dr. K. I have posted my concerns on his

Reddit: [REDACTED]

If you have to notify him of who is reporting him, that is fine, but he has never rendered me any services.

I do not question his motives or even his effectiveness, I want him to keep streaming and raising awareness, but something has to change from its current form. You are my 1st step. My subsequent step will be to contact every jurisdiction where someone was when he interviewed them as due to the telehealth nature, that is where the actual violation of practicing without a license took place.

This is unconventional and unique case as you do not have to ask yourself whose story is the right one or piece together what really happened. You get full control to investigate the actual actions themselves. Someone is already dead. Someone, Dr. K worked with, making him aware of his unconscience feelings, and told him about reincarnation and how he can't die till he makes his video game. About one month after he made that game, on his last broadcast, he looked at the very balcony he would jump off contemplating suicide and talking about reincarnation.

The main point of contention is: Is he providing therapy to theses people

Dr K stance from his reddit account 'KAtsum':

"These are all very important questions, and at the end of the day, you ultimately have to decide for yourself whether what I do is ethical or not. Generally speaking, I do believe what I do is ethical. I think the biggest reason people believe this is unethical is because of the assumption what I do on stream is therapy. As a medical doctor, I believe the practice of medicine (which includes therapy) involves the diagnosis and treatment of a disease. What I have is helpful, human conversations with people that draw on a wide range of topics, namely personal experience, spiritual / meditative training, neuroscience, and psychiatry. I try to help them understand themselves better using each of these lenses. I truly don't diagnose or treat anything on stream. I just talk to people. And just because I'm good at it doesn't make it therapy."

But Dr K and his perspective is the only thing defing the nature of the relationship

Guests continuously refer to the stream as therapy, compare him to current or former

mental health care they have received, and it seems to them they think they are coming on to talk to a mental health professional to get help. They have a topic in mind, that seems to have been discussed in some sort of a preinterview that they want help with or clarity on. They come to meet with a person actively presenting as a doctor and mental health professional about it. Do they see it as "just a normal convo." How can a conversation with a trained and licensed mental health professional about a topic you want to overcome or clarity on, in which the professional utilized psychotherapeutic techniques along with a psychodynamic approach that makes them aware of thoughts they were not consciously aware of before the session, identifying the origins of such thoughts in there past, and helping them overcome it not constitute therapy?

I implore you to intervene because the next case might not be so widely publicized.

If you want me to do more leg work I can , you can tell me things you are looking for nad I have means to find them.

Provides telehealth to people around the country and even internationa

Location of Incident

Dec 2019 - Present

The incident date or dates of the complaint

Various Patients

Length of time the patient has been under the Physician's care

Complainant has indicated that additional documents will be sent.

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First Name



Last Name

7/7/2020

Date

Electronically Signed



COMPLAINT

There is a psychiatrist named Dr. Alok Kumar who runs a telehealth service. is a licensed psychiatrist in the state of Massachusetts since 2017. Link to MA Medical Board

Profile: <http://profiles.ehs.state.ma.us/ProfilesV3/Physician/269520>

Dr. Alok Kumar, who goes by Dr. K disguises his telehealth business by also deciding to broadcast his therapy sessions to 10,000s of viewers on twitch.tv we here exploit the patient and their stories of trauma and abuse and the sensational nature of it to garner views and donations.

His Twitch.tv Channel: https://www.twitch.tv/healthygamer_gg and then host them on his youtube for a further revenue stream. Youtube channel: <https://www.youtube.com/channel/UCIHVI2N3jPEbkNVx-ItQIQ>

The nature of his services usually takes the form of psychotherapy utilizing the psychodynamic approach. He works with the patient to help them uncover unconscious thoughts arising from their childhood to overcome issues that bother them today. It should be noted he claims this is not therapy because he doesn't prescribe and it lacks a longitudinal nature usually associated with psychotherapy. This is why I think it is important to remember that single session therapy is a thing. Link to a meta-study on the effectiveness of single-session therapy: <http://triggered.stanford.clockss.org/ServeContent?url=http://btci.stanford.clockss.org%2Fcgi%2F reprint%2F1%2F1%2F75.pdf>

Should be noted he does not charge the people coming on but rather makes 100.000s(last 9 months) in "donations" from viewers as he exploits serious mental illnesses and tackles topics like trauma recklessly applying wild assumptions in line with psychodynamic approach.

He has a channel full of these. Recently one of his clients committed suicide after he diagnosed him with Borderline Personality Disorder.

Link to all six videos: <https://www.youtube.com/playlist?list=PLYxtGyYUCbEHsU-cmmWwNRI6BZJMTz2rl>

- Please note what Dr. K titled this playlist: Reckful- Loneliness, Emptiness, BPD (Borderline Personality Disorder)

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Need more evidence of his danger to the populace? <https://youtu.be/-2pawGFyrfc?t=30028>

This is therapy and he is trying to skirt regulation and ethics with a disclaimer. Sadly a disclaimer doesnt do anything to ethical concerns or legal. A physian is held to a higher standard. Ther is no informed consent. Just a matter of time til the right people get a whiff.

That's the tail end of his 8 hour 'drunk stream; where he talked to suicidal people while slurring his speech.

If he denies it is treatment there is no informed consent. As a physician he is held to a higher standard and he is exploiting people and his

education turning it into a spectacle. One person is already dead.

By no means is this the only person he treated over the internet. In fact, simply view any of his recent videos. They often have mental disorders and trauma that he will use his medical skillset via psychotherapy to address

Video Title: #HealthyGamer #CPTSD #Twitch
"Can I be Fully Healed?" from C-PTSD | Dr. K Interviews

"I'm gonna tell you how you can get fully healed" proceeds to write out a treatment plan: <https://youtu.be/dc8K1rt650U?t=4429>

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their own channel. People who stream video games for a living have their revenue directly tied to how big their audience is. Coming on Dr. K stream helps grow that. Is that a fair way to determine consent when someone comes on to discuss their childhood sexual abuse in front of 10,000 strangers? What if retraumatization occurs and they don't have another mental health service beside Dr. K?

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I do not question his motives or even his effectiveness, I want him to keep streaming and raising awareness, but something has to change from its current form. You are my 1st step. My subsequent step will be to contact every jurisdiction where someone was when he interviewed them as due to the telehealth nature, that is where the actual violation of practicing without a license took place.

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The main point of contention is: Is he providing therapy to these people

Dr. K stance from his reddit account 'KAtsum':

"These are all very important questions, and at the end of the day, you ultimately have to decide for yourself whether what I do is ethical or not. Generally speaking, I do believe what I do is ethical. I think the biggest

reason people believe this is unethical is because of the assumption what I do on stream is therapy. As a medical doctor, I believe the practice of medicine (which includes therapy) involves the diagnosis and treatment of a disease. What I have is helpful, human conversations with people that draw on a wide range of topics, namely personal experience, spiritual / meditative training, neuroscience, and psychiatry. I try to help them understand themselves better using each of these lenses. I truly don't diagnose or treat anything on stream. I just talk to people. And just because I'm good at it doesn't make it therapy."

But Dr K and his perspective is the only thing defining the nature of the relationship

Guests continuously refer to the stream as therapy, compare him to current or former mental health care they have received, and it seems to them they think they are coming on to talk to a mental health professional to get help. They have a topic in mind, that seems to have been discussed in some sort of a preinterview that they want help with or clarity on. They come to meet with a person actively presenting as a doctor and mental health professional about it. Do they see it as "just a normal convo." How can a conversation with a trained and licensed mental health professional about a topic you want to overcome or clarity on, in which the professional utilized psychotherapeutic techniques along with a psychodynamic approach that makes them aware of thoughts they were not consciously aware of before the session, identifying the origins of such thoughts in their past, and helping them overcome it not constitute therapy?

I can confirm I have initiated several investigations in states across the country, as in filed and received correspondence. Technically he is not providing services in Mass, its telehealth. But he advertises himself as a doc because you licensed him.

Brendan

Internet

Location of Incident

11/2019-Present

The incident date or dates of the complaint

Various

Length of time the patient has been under the Physician's care

ACKNOWLEDGEMENT

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First Name



Last Name

7/26/2020

Date

Electronically Signed



Commonwealth of Massachusetts
Board of Registration in Medicine
ONLINE COMPLAINT FORM

ONLINE COMPLAINT - ID 2969

Physician

<u>Alok</u>	<u>M</u>	<u>Kanojia</u>	<u></u>
First Name	Middle Initial	Last Name	Generation
<u>466 Commonwealth Avenue</u>			
Address Line 1			
<u>201C</u>			
Address Line 2			
<u>Boston</u>	<u>Massachusetts</u>	<u>02215</u>	
City	State	ZIP Code	
<u>Psychiatry</u>	<u>(512) 790-3920</u>		
Physician's Medical Specialty	Phone Number		

Patient

<u>Byron</u>	<u></u>	<u>Bernstein</u>	<u></u>
First Name	Middle Initial	Last Name	Generation
<u>[REDACTED]</u>			
Address Line 1			
<u>[REDACTED]</u>			
Address Line 2			
<u>[REDACTED]</u>			
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	
City	State	ZIP Code	
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	
Email	Daytime Telephone #		
<u>[REDACTED]</u>	<u>Male</u>		
Date of Birth	Sex		

Complainant

<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u></u>
First Name	Middle Initial	Last Name	Generation
<u>[REDACTED]</u>			
Address Line 1			
<u>[REDACTED]</u>			

Address Line 2

[REDACTED]

City State ZIP Code

[REDACTED]

Email Daytime Telephone #

Concerned party

Relationship to the Patient

Complainant has claimed non-relative status to the patient.

COMPLAINT

On December 18, 2019, Dr. Kanojia (AKA "Dr. K" or "HealthyGamerGG" on social media) conducted his second YouTube "interview" with Byron (AKA "Reckful" on social media).

Note: These interviews with Byron launched Dr. Kanojia's online career due to Reckful's existing fame and his extreme emotionality and praise for Dr. Kanojia during the interviews. It is also worth noting that Dr. Kanojia received hundreds of dollars in donations from fans during each interview.

The second interview involved asking Byron to discuss childhood trauma (including the suicide of his older brother), his own suicide attempt (and apparent suicidal ideations), and his father's suicidal ideations.

Byron was extremely distraught over the course of the conversation. At 1 hour 16 mins into the interview (https://youtu.be/2yQpzk_xhH0?t=4561), Dr. Kanojia asked Byron if he has a therapist. Byron said "I've never saw it as useful enough to keep going. This time I do--well, this is not 'therapy,'" making air quotes with his fingers.

Dr. Kanojia laughed, and said: "If you really want to get into this, if you want to get into the loneliness... we gotta do it sequentially, we gotta like, get started... Let me just think about that, it doesn't have to be online... if you want to do it online, that's fine, but then I think we have to do it consistently... probably every week for like four to eight weeks."

This exchange established a blurry relationship between the two. Over the next few months, Byron met with Dr. Kanojia four more times online, and an unknown number of times offline.

At some point offline, Dr. Kanojia apparently diagnosed Byron with BPD.

As far as I or anyone else knows, no formal agreement was ever made to enter into a doctor-patient relationship.

In late June 2020, Byron's roommate [REDACTED] was concerned about Byron's mental health, as he had expressed strong suicidal ideations.

██████ at some point, slept in front of their balcony to prevent Byron from jumping.

██████ asked Dr. K in private messages to help him come up with a plan for Byron.

A source close to ██████ provided me with this transcript of their messages at the end of June through July 2, 2020, the date of Byron's suicide:





In the days after Byron's suicide, [REDACTED] composed an essay explaining the circumstances leading up to Byron's death.

He sent this essay to Dr. Kanojia for review--Dr. Kanojia requested that his name be removed and replaced with the vague term "medical professional."

This is [REDACTED]'s essay:



YouTube playlist of person interviews: <https://www.youtube.com/watch?v=yQe3rCTos30&list=PLYxtGyYUCbEGk0TkTw6iLZrYObQ-OGqCR>

Website: <https://www.healthygamer.gg/>

Please contact me if you need further details/evidence/screenshots of any of the above information.

Best,
Max Karson

Byron's home in Austin, TX

Location of Incident

12/18/2019, 07/02/2020

The incident date or dates of the complaint

6 months

Length of time the patient has been under the Physician's care

ACKNOWLEDGEMENT

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	<u>1/29/2022</u>
First Name	Last Name
	Date

Electronically Signed

2/23/22

Transcript of Session 1 in Med

Additional information regarding my complaint (ID- 2969) against Dr. Alok Kanojia

Please find the included thumb drive containing the following files and folders:

- Dr. K: Reckless [A documentary produced by me assembling some of his more unethical behavior along with expert interviews]
- Byron Bernstein (Reckful) [A folder containing all six quasi-therapy sessions between Kanojia and Bernstein]
- Dr. Kanojia quasi-therapy sessions [A folder containing an additional 140 quasi-therapy sessions conducted by Dr. Kanojia]
- Documents [A folder containing this document as well as my original complaint, ID - 2969]

All interview video files are named with the title given to them by Dr. Kanojia when he published them on YouTube.

Transcript excerpts from Dr. Kanojia's Sessions with Bernstein:

Dr. Kanojia did six live "therapy" sessions with Bernstein from December 2019 to February 2020. These were broadcast to thousands of people, while both parties received live commentary and thousands of dollars in donations from the audience.

They have since been published to YouTube where they have earned thousands of more dollars for Dr. Kanojia.

As noted in my initial complaint, Bernstein committed suicide on July 2, 2020.

During this time, Bernstein resided in Austin, TX, and Dr. Kanojia resided in Massachusetts, the only state where he was/is licensed to practice medicine.

The following exchanges are excerpted from their sessions.

Session 1 (12/4/2019)

Filename: "1- Talking Depression with Reckful"

This was their first introduction. Bernstein described a lifelong history of depression, including a suicide attempt, as well as his brother's suicide when he was a child.

[at 1:10:45]

Dr. Kanojia: I started streaming about two-and-a-half months ago, and you know I was advised against doing that by a lot of people, like many of my colleagues... hopefully I don't get sued, cause I'm not really delivering medical care but, you know, what happens if someone comes on stream and then kills themselves or something like that...?

Bernstein: I'll try not to kill myself anytime soon for you.

Dr. Kanojia: Yeah, thank you, I appreciate that, I'm serious.

Bernstein: No problem, I, actually I haven't thought about killing myself since psilocybin, I think.

Dr. Kanojia: Yeah, I believe that. If you do happen to have those thoughts again, feel free to reach out. You have my Discord.

[Discord is a video game-focused messaging app]

Dr. Kanojia [cont'd]: Yeah, I will say, you know you can die, but not until you've done what you need to for that five-year-old. [He is referring to Bernstein's internal child self.]

Session 2 (12/18/2019)

Filename: "2- Talking Depression with Reckful pt 2"

By the end of this session, they agreed to meet online regularly at weekly intervals, either on Twitch or privately. (They did speak at least once privately.)

[at 1:16:01]

Dr. Kanojia: Reckful, do you have a therapist?

Bernstein: I've gone to therapy a few times, but I never saw it as useful enough to keep going. This time I do. Well, okay, this is not "therapy." [He makes air quotes with his fingers.]

Dr. Kanojia (laughing): Yeah... so, okay so look, look man so this is what we got to do. So either, so I think this is way more longitudinal... we got to figure something out, so either you need to talk to someone about this... or like I can't do one offs, like we can do one offs about meditation and random shit, but if you really want to get into this, if you want to get into the loneliness, we got to do it like in sequence, like we got to do it sequentially...

Bernstein: I'm fine with that.

Dr. Kanojia: Yeah so let's, let me just think about that, it doesn't have to be online, but you know, if you want to do it online, that's fine but then I think we have to do it consistently--

Bernstein: How consistently?

Dr. Kanojia: I mean, I would say probably every week for like four to eight weeks.

Bernstein: That's not that long... I'm willing to do that.

Session 3 (1/11/2020)

Filename: "3 - Dr. K talks with Reckful about Family and Psychedelics"

In this session, Dr. Kanojia and Bernstein discussed the effect of Bernstein's brother's suicide on his family, and subsequently on Bernstein. They also discussed Bernstein's apparent dependence psilocybin.

Dr. Kanojia also explains that he likes to ask his patients to step barefoot in dog feces.

[at 1:21:10]

Dr. Kanojia: So when we meditate. actually we're just sitting with an experience fully, and that's why ... mindful eating or like mindful like instagramming or mindfully like watching the sunset is so great, because like the more that you just do something without like your mind a tributing a value judgment to it--so my favorite exercise is that I ask my patients to step in dog shit. So we work our way up to--

Bernstein: Really.

Dr. Kanojia: Yeah, barefoot... I like that, because ... the experience of stepping in dog shit is not bad, right, like the actual sensation of stepping in dog shit is not bad... actually it's probably kind of smushy in a nice way... it's just like if you stick your toe in the mud...

Session 4 (1/23/2020)

Filename: "4 - Dr. K Talks with Reckful about Loneliness and Abandonment"

In this session, Dr. Kanojia quasi-diagnosed Bernstein with borderline personality disorder and told him that his BPD could be cured if he gets into a loving relationship for two years. He then offers to love Bernstein himself for a period of two years. (On 2/2/2020, Bernstein announced on Twitter that he'd been diagnosed with BPD--to my knowledge and the knowledge of those close to him, he did not see any other mental health professional during this time.)

[at 37:05]

Dr. Kanojia: I'm gonna share a little bit of data. I want to be very clear about this. I'm gonna talk to you about something called borderline personality disorder. I don't think you have this, by the way, it's not my place to diagnose you...

Bernstein: Really? Okay, a lot of people think I do have that.

Dr. Kanojia: Maybe you do, I don't know. So I don't have enough diagnostic... so I'm gonna just talk a little bit about borderline personality disorder because I think that there's some features of it which are relevant, and also like some very interesting data that some people don't know. So the first is that borderline personality disorder, a lot of times these people have a fear of abandonment, and so they do get overly clingy, and as they get overly clingy they sort of like force people away, and then it kind of like reinforces their fear that like they're unlovable.

[at 38:08]

Dr. Kanojia: So, a lot of people think of BPD as being incurable, but there's a there's some really fascinating data that if you can get in a stable relationship for two years and have someone not abandon you, then there's a 50% chance your BPD will, like, actually go away.

[at 45:01]

Dr. Kanojia: So like, what did we manage to do for our two-year-old that never happened for you?

Bernstein: You gave the two-year-old enough attention.

Dr. Kanojia: Absolutely, yeah, and I think that's what you need... You need someone in your life who's not going to turn away for a period of at least two years, and you may be terrified that they'll turn away at two-point-five, right—

Bernstein: I might never get it... I mean there's no guarantee I will, but I'll look for it.

Dr. Kanojia: Yeah, so sure there is. There's only one way...

Bernstein: I would not say so... I've gotten in some really unhealthy situations because I'm so desperate for human interaction that I have, you know, paid people's rent just so they'd be my roommate... or try to get them to quit their jobs and I give them a new job that requires less time so I could have a friend, and obviously I've realized that these things are unhealthy, but I was just in desperate situations where I needed human interaction—

Dr. Kanojia: So, Reckful, I am confident... I'm confident there's gonna be someone around in your life who will be there for you most of the time when you need them, hopefully for at least a period of two years.

Bernstein: Okay.

Dr. Kanojia: How can I be confident in that?

Bernstein: How can you be confident... well, you probably you find me stimulating to talk to, and I'm not demanding too much of your time or spamming you with walls of text, and even if I were, you'd feel inclined to answer me because it's, you love helping people, it's your passion, so from your perspective maybe you can feel confident, but then if you put yourself in the shoes of any other human being, I don't know that they'll really spend two years with me, unless there's...

Dr. Kanojia: So Reckful, I'm not counting on them to spend two years with you.

Bernstein: What are you counting on?

Dr. Kanojia: I'm counting on myself.

Bernstein: ...oh that you'll spend two years with me... that I believe, that I can believe.

Dr. Kanojia: Yeah, so I can't trust any of them.

Bernstein: True... It's nice having someone to come to every week like this.

Dr. Kanojia: I'm gonna try to love you for two years. At a minimum.

Bernstein: I really appreciate it.

Session 5 (1/29/2020)

Filename: "5 - Distracted to Focused Mind with Dr.K Ft. Reckful"

In this session, Dr. Kanojia prompted Bernstein to tell the audience about a private session they had during the previous week, in which Dr. Kanojia informed Bernstein that he had made a mistake when he promised to love him for two years.

Bernstein asks for clarification about whether Dr. Kanojia is his friend or his doctor. Dr. Kanojia redirects him to do a breathing exercise instead of clarifying the relationship.

[at 2:17]

Dr. Kanojia: The last time we talked on stream, we had a conversation about abandonment, and then I made a very bold claim because I got emotional as well, and I felt like I wanted to be there for you so that you no longer felt this way, and I think sometimes what happens amongst people is that they have different kinds of complexes, and I have them too, and one of the things

that happens with me is when I see someone hurting, I want to make them better and sometimes I will, in that moment, say whatever I think I can to make them feel better. But sometimes that's irresponsible, and ... I think from our perspective, we're trying to understand, you know, like, what is this for you, what is this for me, what are we doing on Twitch--this is like, kind of a new thing, and I think a common perception is that if you're talking about feelings with someone, then that is therapy...

You can talk to another human being about feelings and you can explore things that are authentic and important to yourself, and that doesn't necessarily make you a therapist. And so we were also talking about the other options in terms of like, what are we? Are we like, colleagues ... that stream on Twitch together? We'd sort of talked a little bit about, you know, things like viewership and stuff like that. I raised some concerns about favoritism--so I want to try to treat people equally, and I just wanted to kind of acknowledge that if one person is coming on stream over and over again, are we doing a disservice to other people--

Bernstein: I think I shouldn't come on stream over and over again with you every week, yeah.

Dr. Kanojia: So I think that that too, for me, feels like it's closer to a doctor-patient relationship, which I think becomes really complicated if you're kind of working with someone week after week, you know and I think the other thing that we expressed is that, like, so I want to be Reckful's friend, right, so but, if I'm, if I'm your friend then, can I be your doctor? Do I want to be your doctor, do I want to be your friend? ...

I tend to tangle up relationships with people, I tend to not see things in terms of black and white, and ... that's part of the reason I started streaming anyway, because, like ... no therapist or psychiatrist has come live on stream to like, talk to people about mental health or their feelings, or maybe it does happen and I just haven't heard of it, but I think that's a little bit unorthodox. And so we basically had a conversation about, like, what are the bounds of our relationship?

...

[at 6:50]

Bernstein: He was saying that he wanted to be there for me for the next few years, and that he, but, but, the problem is, kind of said it in a flurry, flurry of emotion? ...he was getting emotional himself, he wanted to be there for me, so he said it, but he hadn't actually thought it through, and what that entails because he is not a licensed therapist in Texas, and just a lot of things you know, how you'd have to live in Texas to be my therapist in Texas is how it works--

Dr. Kanojia: Yeah, so we also did talk about, you know whether you want me to be your actual therapist, and what that would entail, and the other thing is that bit of research, which is

important to remember, is the the research on people on BPD—it's two years of someone who's actually a romantic partner, so it's unclear whether a friend—

Bernstein: Yeah, I need to get in a relationship with a girl for two years and have it actually work out, and that might cure my BPD.

[at 8:43]

Dr Kanojia: So, some of the trauma of losing your brother, one brother, and then another brother, like you're terrified that like, you'll lose someone else...so I think what we need to help you do is like, use meditation or psilocybin or however you want to, but to gain perspective on those moments and essentially ride out those emotions so that you can like, not do something that negatively impacts the relationship. So we need to help—

Bernstein: My, my mind is stuck on certain things right now.

Dr. Kanojia: Yeah, tell me.

Bernstein: So, I'm stuck on—I like to get these things solved... I don't like to be in the tension.

Dr. Kanojia: Beautiful.

Bernstein: Yeah, so, I'm in the tension of—is he gonna be my therapist, or are we gonna be friends? Because he said if he's my therapist, we can never travel together anywhere. Like it changes how it is... I was thinking it'd be cool to go to Japan with Dr. K, sounds nice—

Dr. Kanojia: Yeah.

Bernstein: Just see how he experiences things and have fun... so I really want a friend, but, you know, I'm thinking longer-term, I'll have friends. So what I need is a therapist maybe.

Dr. Kanojia: Yeah, so, I think rather than resolve that issue, Reckful, I think the important thing is that you said something really really beautiful, right, which is that you do not like the tension.

Session 6 (2/12/2020)

Filename: "6 - Dr. K Talks with Reckful about Good Mental Health"

In this last session together, Bernstein told Dr. Kanojia that everything is going well in his life and that it is all thanks to Dr. Kanojia.

For example, Bernstein told Dr. Kanojia that he can ruminate on one statement by Dr. Kanojia for 10 hours, and that this is the equivalent of 10 hours of therapy. Dr. Kanojia passively agreed.

They made a vague plan to continue talking in private. I don't have any information about whether that happened or what was said.

Dr. Kanojia Public Statement on Bernstein's Suicide (7/4/2020)

Filename: "7 - On Grief, Loss, & Suicide Dr. K explains"

Dr. Kanojia gave a tearful speech about how Bernstein lost his battle with depression, despite having "six sessions with Dr. K." He also gave disclaimers about the livestreams not being intended to be medical advice or therapy.

August 4, 2022

To:

Massachusetts Board of Registration in Medicine

178 Albion Street

Suite 330

Wakefield, MA 01880

borim.info@state.ma.us

My name is [REDACTED], PhD. I am a clinical psychologist, [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

At this point, I have substantial concerns about the actions of Dr. Alok Kanojia, known as Dr. K in his online activities. Dr. Kanojia is licensed by the Massachusetts's Board of Medical Examiners, license number 271400 and holds a Clinical Faculty position at Harvard Medical School. Dr. Kanojia is co-founder, with his wife, of a limited liability company Healthy Gamer GG. Dr. Kanojia lives in Texas.

Based on the Massachusetts's medical license, I am submitting this letter to them as a "5F" report, as mandated healthcare reporter regarding potential substandard care.

Dr. Kanojia conducts online interviews and discussions with other gamers, aired on the Twitch platform, as well as on Youtube. These interviews and discussions are ostensibly intended by Dr. Kanojia to reduce stigma towards mental illness within the gamer community, and to educate gamers about these issues. These are laudable and well-intended goals. Healthy Gamer is a company which trains coaches to support gamers dealing with mental health and personal struggles. Dr. Kanojia states often that the traditional mental health system is in crisis, and that it does not have the capacity to respond to the great needs. As a result, Dr. Kanojia encourages the use of paraprofessional providers, such as coaches. I agree with Dr. Kanojia about these points.

Where I have extremely significant concerns is in regards to Dr. Kanojia's online, streamed interviews about gamers' and their personal mental health issues. Dr. Kanojia goes at length in many videos to explain that his interviews are not him practicing clinical medicine or conducting therapy. However, distinct from the somewhat similar actions of Dr. Phil McGraw, on his show Dr. Phil, where his televised interviews are clearly presented as entertainment, Dr. Kanojia presents his actions as some form of subclinical activity. As a result, Dr. Kanojia appears to believe that his actions are not subject to the regulatory requirements of Texas, Massachusetts, or the medical regulators of any of the states where

his interviewees live. I believe Dr. Kanojia is in error here – because he is a licensed psychiatrist, his professional activities, even those he perceives as “subclinical” are still him acting in the role of a psychiatrist, thereby making his actions subject to the rules and regulations which govern psychiatrists. As a result, it appears strongly that Dr. Kanojia is practicing unlicensed psychiatry in Texas where he resides, is practicing contrary to medical standards in Massachusetts, and is providing unlicensed services in the states where his interviewees reside, as the point of service is where the patient is located.

Dr. Kanojia states that the individuals he interviews agree, verbally and in writing, that he is not practicing as their therapist in these interviews. Unfortunately, although Dr. Kanojia believes this is clear, it appears much less clear that his interviewees do in fact understand this. In interviews with famous gamers Reckful (Byron Bernstein) and Pokimane (Imane Anys), both of these individuals refer to Dr. Kanojia as their therapist. Reckful has a long exploration of whether Dr. Kanojia is his friend or his therapist, and it seems clear that this is an unresolved question for Reckful. One of these interviews with Reckful, where he struggles with the unclear nature of his relationship with Dr. Kanojia, is found here: <https://www.youtube.com/watch?v=LZVTbFuZrNw>.

In a clip on her Twitch stream, Pokimane explicitly describes Dr. Kanojia as “my therapist.” This video is here: <https://clips.twitch.tv/RefinedCreativeHyenaTTours-Gh91iYzHcCjyEicF> These two clear examples offer explicit evidence that despite Dr. Kanojia himself believing his interviews are not therapy, the persons with whom he engages in these activities may and do perceive them as treatment, and Dr. Kanojia as their clinical provider. It is possible that Dr. Kanojia has gone back to these individuals, offline, and explicitly made clear that he is not, and cannot be, their therapist. But these ambiguities muddy the waters as regarding his actions, and further muddy the waters for his audience.

It is important to note that the interviews that Dr. Kanojia conducts are heavily monetized. He receives reimbursement from Twitch and from Youtube for these videos, based on the size of his viewership. In addition, he receives cash payments from viewers who interact on the chat function during these interviews, and in some cases interact directly with Dr. Kanojia, asking him questions or making a payment to him in order to highlight their comment about the interview or the interviewee. By interviewing these famous gamers, Dr. Kanojia gains financially. It raises the troubling appearance that it is in Dr. Kanojia’s financial interest to maintain ambivalence in these individual about his role, in order that they continue these interviews with him. Further, the monetized chat processes raise the troubling possibility that Dr. Kanojia may sensationalize his interviews, extend them, or challenge in ways he would not in a therapy setting, in order to maximize cash transactions through the chat.

Dr. Kanojia presents his clinical opinions and insights to his interviewees with extreme confidence. This is concerning, when he offers opinions about appropriate diagnoses, clinical interventions or theories as to why they experience the emotional symptoms they do. Medical ethics hold that clinicians shall not render medical opinions, diagnoses or interpretations about individuals with whom they have conducted a medical assessment sufficient to inform these opinions. Though Dr. Kanojia asks many historical and personal questions of his interviewees, no one could assert that an interview conducted on camera, in front of hundreds or thousands of strangers, is a valid clinical assessment. Interviewees may sensationalize, or hide, personal accounts in such setting. Dr. Kanojia does not acknowledge these very serious limitations, as he proffers his clinical opinions and recommendations.

In a video responding to concerns about his ethics, Dr. Kanojia publicly asserts that his actions have been reviewed and approved by IRB. This is confusing, as Dr. Kanojia has published no research that I can find about these interviews. His website contains some claims about the effectiveness of their coaching services, but those do not represent peer-reviewed research and do not appear directly linked to the interviews Dr. Kanojia conducts online. The privacy and terms notices from HealthyGamer, found on his website and attached here, make no mention of IRB approval, do not identify primary investigators or university affiliations and do not identify that any data collected would be used for research. It is possible that Dr. Kanojia has IRB approval for some part of his activities, but in the video mentioned, he appears to imply strongly that he has IRB approval for the interviews he conducts. As these interviews do not appear structured in any way which would support research processes, this is an odd, and potentially deceptive claim to assert in response to questions about his ethics. This video is found at this link: <https://www.youtube.com/watch?v=g4yT1mPc5kY>

Current telehealth practices recommend that clinicians gather the locations of clients and patients, in order to be able to deploy emergency services, in cases of crisis. As Dr. Kanojia's interviews clearly elicit strong emotional responses, and frequently include discussions of issues such as suicidal ideation, it is concerning that Dr. Kanojia's practices do not appear consistent with current recommendations for telehealth.

Dr. Kanojia's catalog of videos is extremely large, and I cannot attest to having watched any substantial fraction of them. However, in the videos I have watched, I've noted that I've never seen Dr. Kanojia recommend to an interviewee that they seek out psychotherapy or psychiatry in their communities. Instead, Dr. Kanojia typically recommends they do further interviews with him, or often recommends they engage with coaching through HealthyGamers. On their website "Commitment to Ethics", HealthyGamers indicate that they provide sessions of free coaching services to Dr. Kanojia's interviewees. It states that they do sometimes recommend therapy and medical services, and offers a resource list. Dr. Kanojia may indeed sometimes recommend to interviewees to seek out additional clinical care, but this is not readily apparent. Given his stated desire to normalize mental health services, it is odd that he would not prioritize and highlight the broad array of services available to persons in their community, which go beyond remote video verbal discussion. As Dr. Kanojia is part owner and director of HealthyGamer, his frequent referrals to them, and discussions of the benefits of these coaching services, have a direct financial benefit to him. This raises the specter of a financial conflict of interest in his referrals to his own company.

Dr. Kanojia's advertising strategies for HealthyGamer do not appear consistent with professional ethical requirements. Their website had a post of "What the experts are saying" (appended below). It appears that the first two clinicians listed, Dr. Parekh and Dr. Vijiapura are family members of Dr. Kanojia. The third individual, identified as an anonymous social worker, appears to be a stock photo model (example appended below). It appears that Healthy Gamer has taken down that information from their website.

As Dr. Kanojia is practicing clinical services without a license, it is unclear to whom the interviewees he sees could complain, if they felt poorly served or exploited during these "subclinical" interactions. Just because they are "subclinical" doesn't mean that Dr. Kanojia may not give poor, harmful or misleading advice which could cause a client/interviewee to feel wronged. Those individuals deserve to have a body to whom to seek redress if they feel they have received poor support from Dr. Kanojia.

I believe that Dr. Kanojia is correct that many gamers feel isolated and unable to access supportive services. It is even possible that Dr. Kanojia's interviews and streaming videos do decrease the stigma of mental health, and might increase the degree to which individuals are willing to seek out services. However, I am concerned that the ways in which Dr. Kanojia is providing these services may be a form of financial exploitation of this isolated community, and lack many significant protections to mitigate possible harms.

I strongly encourage appropriate regulatory bodies to work with Dr. Kanojia to clarify his practices and ensure compliance with rules, ethics and clinical best practices.

Respectfully submitted,





The Commonwealth of Massachusetts Board of Registration in Medicine

178 Albion Street, Suite 330
Wakefield, MA 01880
(781) 876-8200

www.mass.gov/massmedboard

Enforcement Division

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Licensing Division

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Acting Commissioner

Department of Public Health

January 14, 2022

Sent Via USPS Tracking [REDACTED]

Alok M. Kanojia, M.D.

RE: Docket No. 20-296

Dr. Kanojia:

The Massachusetts Board of Registration in Medicine has docketed a complaint against you based on concerns relating to online talk therapy. I have been assigned to investigate this matter, along with an investigator of the Board.

Please respond to this correspondence by providing a detailed summary of your current professional activities, the function(s) and operation(s) of your company, Healthy Gamer, and your role(s) and/or title(s) within same. In addition, your response should discuss the following:

- Any practices, protections, policies, or disclaimers implemented at or by Healthy Gamer with respect to confidentiality generally, HIPAA, and the practice of telemedicine; and
- Your use of your Massachusetts medical license in either your online therapeutic or other services and in the overall operation of Healthy Gamer. Please also describe your current intentions with your Massachusetts medical license e.g. whether you presently practice medicine in Massachusetts and, if not, whether you intend to do so in the future.

I further request that you provide with your response any disclaimers, terms of service, contracts, or related materials regularly employed by yourself, Healthy Gamer, and/or its agents or representatives when providing therapeutic, medical, or other services. Please also include any other records or other materials that substantiate your response.

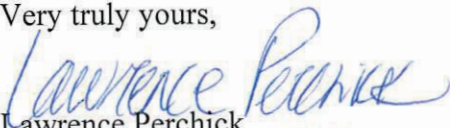
If you retain counsel to represent you in this matter, your attorney should contact me by email at lawrence.perchick@mass.gov.

Docket No. 20-296
January 14, 2022

You are required by 243 CMR 2.07(12) to file a response to this complaint within 30 days of your receipt of this letter. Your response may be written by you or by your attorney, but you must sign it or cosign it as the licensee.

If you do not hire an attorney and have any questions, please do not hesitate to contact me.

Very truly yours,


Lawrence Perchick
Complaint counsel 

PIERCE & MANDELL, P.C.

ATTORNEYS AT LAW

11 BEACON STREET, SUITE 800
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April 29, 2022

Rachel N. Shute, Esq.
MA Board of Registration in Medicine
178 Albion Street, Suite 330
Wakefield, MA 01881

Re: Docket No. 20-296 – Dr. Alok M. Kanojia

Dear Ms. Shute:

As you know, this firm has been retained to represent Dr. Alok Kanojia in the above-referenced complaint. As fully detailed below, Dr. Kanojia is a licensed, board-certified psychiatrist who maintains a small, private psychiatry practice. Dr. Kanojia is also president and co-founder of Healthy Gamer, LLC. Healthy Gamer is a mental wellness company that provides mental health resources that empower the internet generation to find peace and purpose through content, community and coaching. These entities are separate and distinct and Dr. Kanojia's roles in each entity are entirely separate and unique. Dr. Kanojia practices psychiatry in his clinical practice. At Healthy Gamer, Dr. Kanojia is mainly responsible for creating online content and teaching/training Healthy Gamer's coaches.

Kanojia Psychiatry

Kanojia Psychiatry is a small private psychiatric practice owned and operated by Dr. Kanojia. Because Dr. Kanojia is also president of Healthy Gamer, LLC, Dr. his private practice is purposefully small. He has a small roster of patients, many of whom have he has been treating for years. Within his private practice, Dr. Kanojia engages in the practice of clinical medicine, which includes:

- Entering into formal doctor-patient relationships, which are acknowledged through appropriate documentation, policies, and procedures.
- Performing Diagnostic Evaluations:
 - Assessment of symptoms based on DSM & ICD criteria;
 - Performing differential diagnosis;
 - Obtaining Medical History, Family History, Social History, etc.;
 - Obtaining collateral information when appropriate;

- Laboratory testing;
 - Reviewing prior medical information, charts, lab tests, imaging studies, etc.
- Providing medical care which includes:
 - Formulation of treatment plans;
 - Longitudinal relationships that include psychotherapy;
 - Medication management;
 - Coordination of care with other providers when appropriate.
- Billing for services
- These services are also completely private and HIPAA compliant.

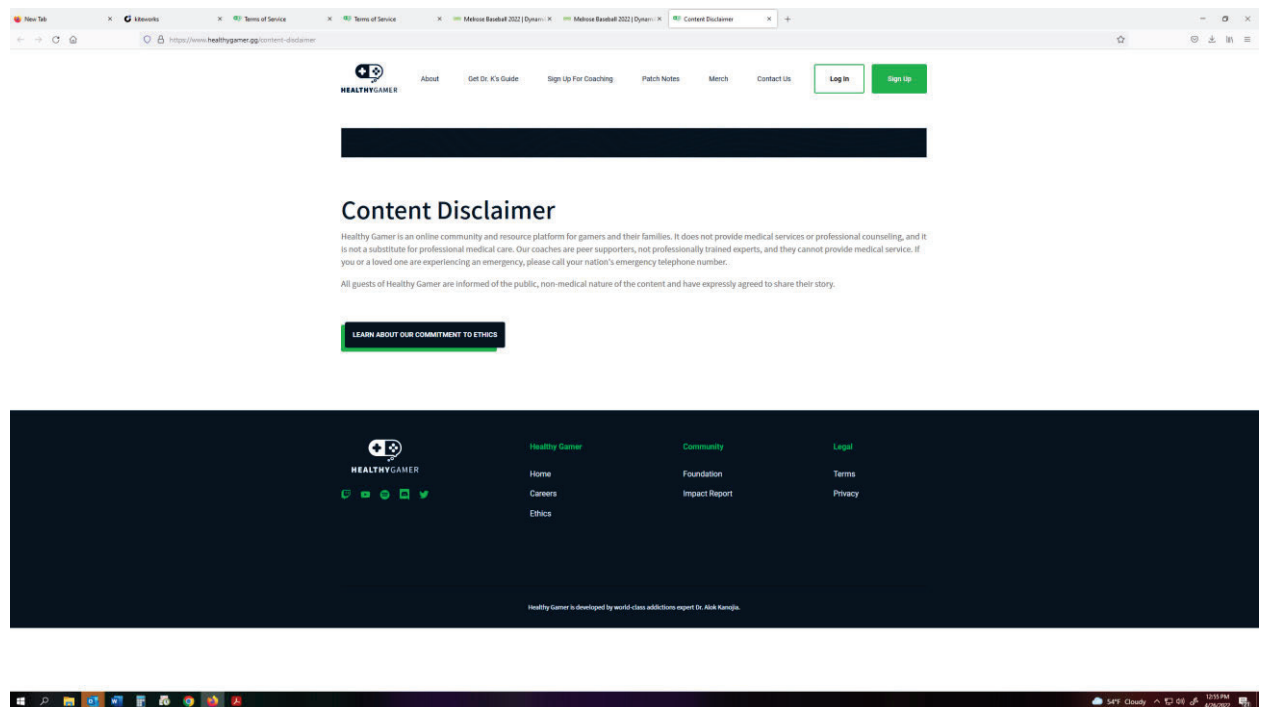
Healthy Gamer, LLC

Dr. Kanojia is president and co-founder of Healthy Gamer. He is primarily responsible for stream-related content, which includes collaborations/interviews, Q&A, and lecture style teaching. Dr. Kanojia also plays a role in teaching the Healthy Gamer coaches and oversee its research division. Dr. Kanojia does not use his medical license as part of his role with Healthy Gamer.

Dr. Kanojia occasionally conducts interviews live on Twitch.tv, a live video streaming service. These interviews do not constitute the practice of medicine. For each interview Dr. Kanojia conducts, he has his interviewee review and agree to a Recording Release, which is attached at Tab 1. The Release states that Healthy Gamer **“is not a substitute for professional medical care” and that “Dr. K[anojia] does not provide professional psychiatric care online, nor is there an assumption of a doctor-patient relationship.”**

Healthy Gamer’s Terms of Service, attached at Tab 2, state that Healthy Gamer is “not a substitute for licensed, personalized medical care.” The Terms of Service further stated that “under no circumstances will any of your interactions with any Healthy Gamer Coach or anyone who uses the Services be deemed or construed to create a physician-patient relationship.”

In addition, the following disclaimer appears as a fly-in within the first 30 seconds of Healthy Gamer streams:



The interviews conducted by Dr. Kanojia, by their very nature, are not private or confidential. To the contrary, they are live on Twitch and can be viewed by anyone with an internet connection. The Release states that the interviewee “provides Healthy Gamer with ...absolute and unconditional consent ... to publicize and use your recording.” The interviews are voluntary. Dr. Kanojia does not pressure or coerce anyone to be interviewed. In fact, Dr. Kanojia has to turn down many requests to conduct interviews on Twitch.

The topics to be discussed during his interviews are determined by the guest. The guests alone determine the boundaries of the interview and determine whether there are any off-limits subject matters.

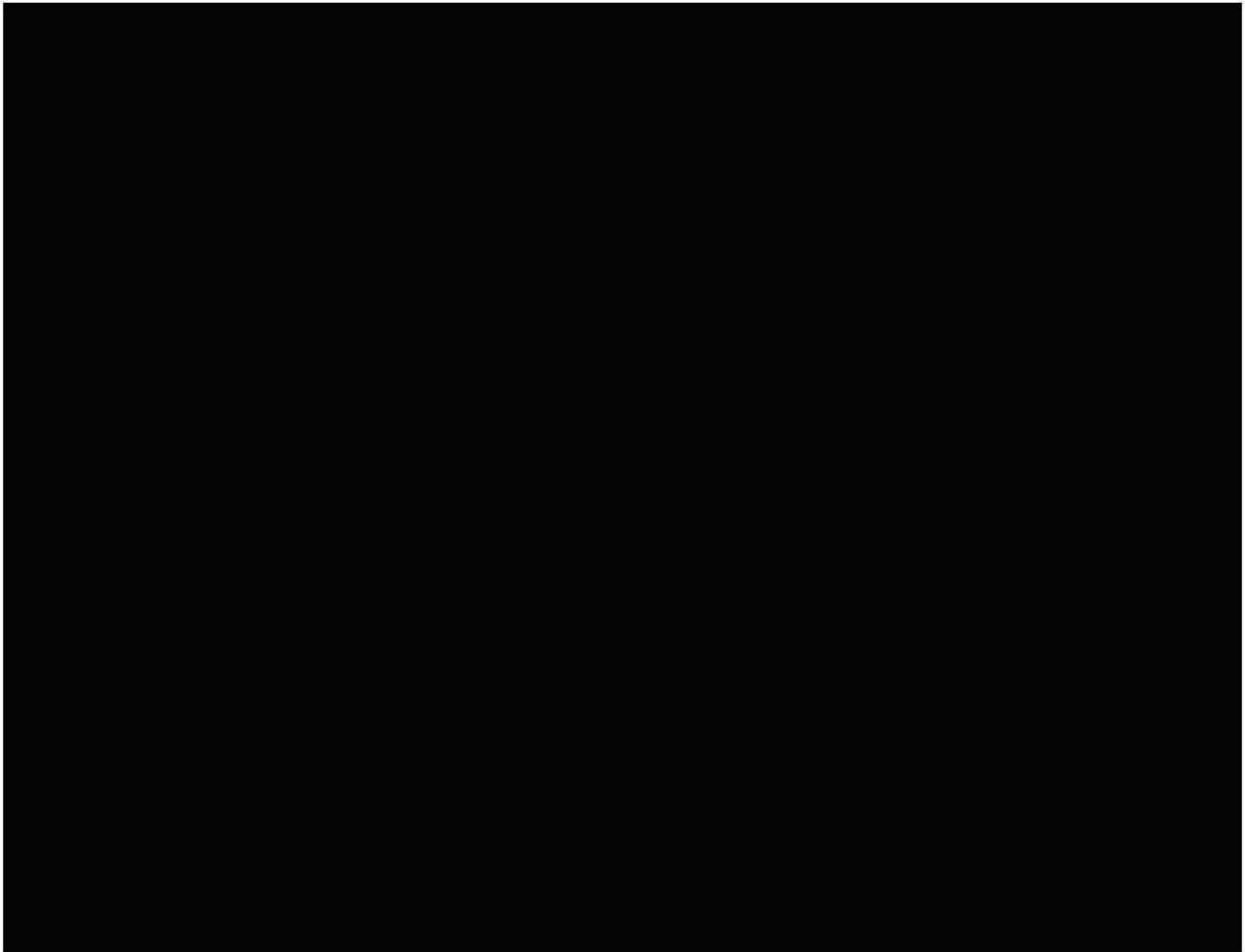
Importantly, Dr. Kanojia does not perform any diagnostic assessments during his interviews. Guests occasionally provide Dr. Kanojia with information about their past or about whether they have been diagnosed with any personality disorders. However, Dr. Kanojia does not perform the necessary features of a diagnostic assessment (duration, severity, frequency, onset of symptoms, quality/character of symptoms).

Dr. Kanojia may discuss with guests their history or mental health status. These general discussions are not medical treatment and Dr. Kanojia does not form a doctor/patient relationship during these interviews. Dr. Kanojia does not review DSM criteria with guests to diagnose them.

He does not perform DSM/ICD based evaluations to rule out other conditions. He does not review medical information such as charts, lab tests, imaging studies, etc.

It is readily apparent that Dr. Kanojia does not provide medical treatment during his interviews. He is not compensated for the interviews, he does not diagnose, he does not form doctor/patient relationships, he does not prescribe. The interviews are, among other things, informative, interactive, thoughtful, and entertaining. Simply because Dr. Kanojia is a psychiatrist does not make these interviews the practice of psychiatry.

The Board's letter dated January 14, 2022 seeks "practices, policies, or disclaimers implemented at or by Healthy gamer with respect to confidentiality generally, HIPAA, and the practice of telemedicine." As noted above, guests who are interviewed by Dr. Kanojia on Twitch.tv are provided disclaimers which explicitly state that the interviews are voluntary and are not medical treatment. The Terms of Service also make clear that interactions with Healthy Gamer are not clinical and are not a substitute for medical treatment. The interviews are not telemedicine and are not subject to HIPAA guidelines and regulations. The interviewees agree that the interviews are not confidential.



Mr. Byron Bernstein a/k/a Reckful

Dr. Kanojia's relationship with Mr. Bernstein was not clinical. They had six collaborations or "collabs" on stream. Before each of these collaborations, there was a disclaimer stating that the collaboration was for educational/entertainment purposes, and nothing was intended as medical advice. By coming on stream with these disclaimers, Mr. Bernstein clearly understood the relationship.

Dr. Kanojia's relationship with Mr. Bernstein was professional and collegial as they were both content creators. They discussed who would be streaming the collabs and who would be uploading them to YouTube. They also discussed the potential revenue that could be generated via subscriptions or advertising.

During the collabs, they had heartfelt and intense conversations that included difficult topics such as Mr. Bernstein's experience of losing a brother to suicide, his grief, as well as his motivations to develop a video game that fostered a positive sense of community. They also discussed varied topics such as video game development, the theory of karma, and internet culture.

Dr. Kanojia stayed in contact as professional colleagues and friends after their collaborations. In early 2020, Mr. Bernstein informed Dr. Kanojia that his mental health was declining and asked if Dr. Kanojia would be his therapist. Dr. Kanojia told Mr. Bernstein that he believed it would be unethical and inappropriate to be his therapist because of their relationship as friends and colleagues. Mr. Bernstein explicitly acknowledged that they did not have a clinical doctor/patient relationship as part of their online collaborations.

Dr. Kanojia provided Mr. Bernstein with several referrals, including referrals to several therapists in the Austin, Texas area and to an Austin-based DBT group due to Mr. Bernstein's interest in mindfulness and spirituality. These referrals were made in the standard way Dr. Kanojia provides referrals for friends, family, or professional colleagues – not by performing a clinical assessment, but trying to get a sense of what modality or kind of therapist would be a good fit.

On June 30, 2021, Dr. Kanojia was contacted by one of Mr. Bernstein's friends who was concerned about Mr. Bernstein's mental health. Dr. Kanojia spoke with the friend and advised them to call 911 if they were concerned about Mr. Bernstein's immediate safety. Dr. Kanojia learned that Mr. Bernstein had not made any explicit suicidal statements. Dr. Kanojia recommended that Mr. Bernstein contact the Menninger Clinic in Houston for a mental health evaluation. Mr. Bernstein's friend informed Dr. Kanojia the next day that Mr. Bernstein was amenable to treatment and had contacted the Menninger Clinic. Sadly, Dr. Kanojia learned that on July 2, 2021 Mr. Bernstein committed suicide. It is tragic that Mr. Bernstein took his own life. His death affected Dr. Kanojia in a profound way.

Conclusion

Dr. Kanojia's work at Healthy Gamer is unique and ground-breaking. His company performs an incredibly valuable service addressing the alarming rise of mental health struggles for the internet generation. And although Healthy Gamer focuses on mental health issues in general, it is not a medical practice and the work Dr. Kanojia does at Healthy Gamer is not the practice of medicine.

It is unfortunate that Mr. [REDACTED] who has never met Dr. Kanojia or been treated by Dr. Kanojia, has chosen to file a complaint with this Board as a personal vendetta. [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]. Dr. Kanojia urges this Board to see through Mr. [REDACTED] ulterior motives and to dismiss this complaint without further investigation. Please do not hesitate to contact us with any questions or concerns.

Sincerely,

/s/ Alok M. Kanojia, M.D.

Alok M. Kanojia, M.D.

/s/ Curtis B. Dooling

Curtis B. Dooling

HEALTHY GAMER RECORDING RELEASE

Thank you for joining the Healthy Gamer community and agreeing to publicly share your story. Please note that Healthy Gamer is an online community and resource platform for gamers and their families. It does not provide medical services or professional counseling, and it is not a substitute for professional medical care. Dr. K does not provide professional psychiatric care online, nor is there an assumption of a doctor-patient relationship. Our Healthy Gamer Coaches are peer supporters, not professionally trained experts, and they cannot provide medical advice.

Healthy Gamer, an organization with offices located at 466 Commonwealth Avenue, Boston, Massachusetts 02215 ("**Healthy Gamer**") creates resources to help people regain control of their lives from video games. To do this, Healthy Gamer invites members to share their stories. Healthy Gamer desires to record and use the name, likeness, and other personal characteristics and information of _____ (name of interviewee) ("**I**" or "**me**") to further the mission of helping gamers and those who love them. This release ("**Release**") sets out the terms and conditions under which Healthy Gamer may record and publicize my name, likeness, story, and other personal characteristics and information.

I understand that I may contact support@healthygamer.gg if I have any questions or concerns about this recording release, or Healthy Gamer's use of Recordings and Materials (as defined below). I understand that I may indicate a preference to be identified in the recordings by either my name or by my username or alias. I indicate my preference to Healthy Gamer below.

I AGREE THAT HEALTHY GAMER WILL RECORD MY DISCUSSION. I give Healthy Gamer my permission to record, film, capture, and photograph my discussions (the "**Recordings**"), according to the terms and conditions in this release. Healthy Gamer is and will have ownership the contents of the Recordings. I agree that Healthy Gamer is entitled to any benefits, results, and proceeds in connection with the Recordings.

I AGREE THAT HEALTHY GAMER MAY USE AND ADAPT THE RECORDINGS FOR ITS BUSINESS PURPOSES. I agree that Healthy Gamer and its assigns may use my name, alias, likeness, appearance, voice, professional and personal biographical information, and all materials created by or on behalf of Healthy Gamer that incorporate any of the foregoing ("**Materials**"), for any business, internal training, or promotional purposes, without further consent from or any royalty, payment, or other compensation to me. This license is worldwide and perpetual, and extends to any medium now existing or hereafter created. I further agree that Healthy Gamer and its assigns may digitize, modify, alter, edit, and adapt the Materials in good faith.

I AGREE THAT HEALTHY GAMER HAS NO OBLIGATION TO USE THE RECORDINGS AND HAS NO LIABILITY TO ME FOR ITS USE OF THE RECORDINGS. Healthy Gamer has no obligation to use the Recordings or any Materials, or to exercise any rights given by this Release. I acknowledge and agree that Healthy Gamer has no liability to me for any editing or alteration of the Recordings, Materials, or Healthy Gamer's presentation of me.

I WAIVE MY RIGHT TO TAKE LEGAL ACTION AGAINST HEALTHY GAMER FOR ITS USE OF THE RECORDINGS. I irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, defamation, invasion of any rights of privacy, violation of rights of publicity or misappropriation of name or likeness, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world arising directly or indirectly from Healthy Gamer's use of the

Recordings and Materials. I waive my right to injunctive and other equitable relief in the event of a dispute with Healthy Gamer. I agree that this Release cannot be terminated, rescinded, or modified.

GOOD FAITH AND FAIR DEALING. Healthy Gamer and I acknowledge and agree that the Recordings and Materials in this agreement if used be undertaken in good faith, and with Healthy Gamer and I dealing fairly with each other.

I AM AT LEAST 18 YEARS OF AGE AND WILL PROVIDE TRUE AND CORRECT INFORMATION TO HEALTHY GAMER. I represent and warrant to Healthy Gamer that I am at least eighteen (18) years of age and I have full right, power, and authority to enter into this Release. I will provide only true and correct information, and Healthy Gamer's use of the Recording and the Materials do not, and will not, violate any right of, or conflict with, or violate any contract with or commitment made to, any person or entity.

Healthy Gamer may assign this Release and any of its rights hereunder, in whole or in part, to any person or entity. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in the Commonwealth of Massachusetts and I hereby irrevocably consent to the exclusive jurisdiction of such courts.

THIS RELEASE PROVIDES HEALTHY GAMER WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING HEALTHY GAMER TO PUBLICIZE AND USE YOUR RECORDING AND MATERIALS AS SET OUT ABOVE. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE.

If the primary signatory above is under 18 years of age, I am the parent or legal guardian of the minor named below. I have the legal right to consent to and, by signing below, I hereby do consent in all respects to the terms and conditions of this Release.

I prefer to be identified with (check one):

☐ My real name

☐ My username or alias, which is _____.

Signed:

Printed Name:

Address:

Date: _____

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Terms of Service

Last Updated: August 26, 2021

Welcome to Healthy Gamer. The following Terms of Service (the “Terms”) are a binding contract between you and Healthy Gamer (“Healthy Gamer,” “we,” or “us”), and govern the use of our website(s), products, services, and applications (the “Services”) or accessing any music, videos or other content or material that is made available through the Service, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, user submissions, and so forth (the “Content”).

Please read the terms carefully.

HEALTHY GAMER IS A SUBCLINICAL RESOURCE TO HELP PEOPLE UNDERSTAND THEMSELVES, THEIR THOUGHTS, AND THEIR FEELINGS. IT IS NOT A SUBSTITUTE FOR LICENSED, PERSONALIZED MEDICAL CARE. IF YOU EXPERIENCE AN EMERGENCY, PLEASE DIAL 911. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT HEALTHY GAMER IS NOT A SUBSTITUTE FOR PROFESSIONAL, PERSONALIZED MEDICAL CARE, OR CLINICAL MENTAL HEALTH SUPPORT.

HEALTHY GAMER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE AVAILABILITY, FITNESS, LAWFULNESS, OR OTHER CHARACTERISTICS OF ITS SERVICES OR ANY CONTENT ON ITS SERVICES.

EXCEPT AS PROVIDED BELOW, THE TERMS REQUIRE YOU AND HEALTHY GAMER TO RESOLVE ANY DISPUTES THROUGH ARBITRATION ON AN INDIVIDUAL BASIS. YOU AGREE THAT ALL DISPUTES ARISING FROM, RELATED TO, OR CONNECTED WITH YOUR USE OF THE SERVICES AND ACCESS TO THE CONTENT WILL BE RESOLVED IN ACCORDANCE WITH THE GOVERNING LAW AND ARBITRATION

PROVISIONS SET FORTH IN SECTIONS 20 AND 21 BELOW. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU WAIVE THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AS SET FORTH UNDER SECTION 22 BELOW.

1. The Terms govern your use of the Services and access to our Content. By using the Services, including but not limited to accessing or using Healthy Gamer's servers, services, websites, or associated Content, you agree to the Terms. If you do not agree to the Terms, do not use the Services or access any Content.
2. Healthy Gamer reserves the right, at its sole discretion, to modify these Terms at any time and without prior notice. It is your responsibility to check from time to time this website for updates. The date of the last modification will be posted at the beginning of the Terms. By continuing to access or use the Services or Content, you agree to be bound by any modified Terms.
3. **Privacy Policy.** Our [Privacy Policy](#) discusses how we collect, process, and disclose personal information through these Services. Please read that policy carefully. By using the Services or accessing the Content, you consent to granting Healthy Gamer the right to record your interaction with the Services or Content, including in one-on-one sessions, group sessions, lessons, and other digital or interactive talks.
4. **Service Options.** You can find a description of our Service options [here](#), which will explain which Service options are available to you when you create a Healthy Gamer account. Certain options are provided to you free of charge. The Services that do not require payment are currently referred to as the "Free Services". Some other options require payment before you can access them ("Paid Subscriptions").

5. **Payments, Renewals and Cancellations.**

- a) You may purchase a Paid Subscription directly from Healthy Gamer or through a third party either by (1) paying a subscription fee in advance on a monthly basis or some other recurring interval disclosed to you prior to your purchase; or (2) pre-payment giving you access to the Service and Content for a specific finite time period ("Pre-Paid Period").
- b) Healthy Gamer may change the price for the Paid Subscriptions, including recurring subscription fees, the Pre-Paid Period (for periods not yet paid), from time to time upon notice to you. Such notice will explain how you can accept those changes. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the Service after the price change takes effect. If you do not agree with a price change, you have the right to reject the change by unsubscribing from the Paid Subscription prior to the price change going into effect.

c) Unless your Paid Subscription has been purchased for a Pre-Paid Period, your payment to Healthy Gamer or the third party through which you purchased the Paid Subscription will automatically renew at the end of the applicable subscription period, unless you cancel your Paid Subscription before the end of the then-current subscription period by contacting the appropriate Administrators if you purchased the Paid Subscription through Healthy Gamer, or if you purchased the Paid Subscription through a third party, by canceling the Paid Subscription through such third party. The cancellation will take effect the day after the last day of the current subscription period. We do not provide refunds or credits for any partial subscription periods unless cancellations are made in accordance to the terms of our [cancellation policy](#).

6. **Age Restrictions.** If you are younger than 16, you may not download or use our Services or access any Content. If you are 16 or older but under the age of 18, you may use our Services or access any Content only under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian agreeing to these Terms for the benefit of a child who is 16 or older but under the age of 18, you are fully responsible for his or her use of the Services.

7. **Legal Entities.** If you use the Services or access any Content on behalf of a legal entity, you represent and warrant that you have the authority to agree to the Terms on behalf of the entity, or that an individual with such authority has agreed to the Terms on behalf of the entity.

8. **Mental and Medical Health Disclaimer** Healthy Gamer is not a substitute for professional, personalized medical care. Under no circumstances will any of your interactions with any Healthy Gamer Coach (“Healthy Gamer Coach”) or anyone who uses the Services be deemed or construed to create a physician-patient relationship or a fiduciary duty of any kind whatsoever. If you believe that you might benefit from personalized medical care related to the issues discussed by Healthy Gamer, Healthy Gamer highly recommends that you seek outside, professional mental health care.

9. Coaching

a) **Coaching.** If you are registered for Healthy Gamer’s coaching services under the standard terms of our [Coaching Services Agreement](#), you may interact with a Healthy Gamer Coach. Healthy Gamer Coaches share success stories, and help users develop skills to achieve their gaming-related goals. You shall not interact with any Healthy Gamer Coach except through services approved by Healthy Gamer, which may include Discord, Twitch, and Teachable. Healthy Gamer may, at its sole discretion, replace your Healthy Gamer Coach without notice.

b) **Coach Disclaimer.** Healthy Gamer Coaches do not provide diagnosis or treatment for any mental health or medical condition. Healthy Gamer Coaches do not provide any individualized advice regarding mental or medical conditions or illnesses.

c) **Applying to be a Healthy Gamer Coach.** If you apply to be a Healthy Gamer Coach, you agree to provide, to the best of your ability, accurate information on the application form. Additionally, you acknowledge and agree to be bound by additional terms, including, without limitation, those of the [Healthy Gamer Coaching Agreement](#).

10. **Acceptable Use; Community Guidelines.** You may only use the Services and Content for lawful activity. In addition:

a) **Compliance with all applicable laws and regulations.** You must comply with all applicable local, state, and federal laws and regulations.

b) **Manner of Use.** You may not use the Services in any manner that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, abusive, or otherwise objectionable. You shall not use the Services or post any User Content that is illegal or intended to promote or commit an illegal act of any kind, including violations of intellectual property rights, privacy rights, or proprietary rights of Healthy Gamer or a third party.

c) **Exposure to Liability.** You agree to not expose Healthy Gamer, the Services, users, or any other third parties to any harm or liability through your use of the Services.

d) **Prohibition of Malware, Trojans, Bots, Etc.** You may not interfere with or damage the Services, including, without limitation, through the use of viruses, bots, harmful code, denial-of-service attacks, backdoors, packet or IP address spoofing, forged routing, malicious code, malware or any similar methods or technology. You may not copy, rip, capture, or collect any content on the Services using robots, spiders, scripts, scrapers, crawlers, or any similar tool.

e) **Unauthorized Advertisements.** You may not use the Services to upload, transmit, or promote any material that constitutes junk mail, spam, or commercial offers.

f) **Non-Infringement.** You may not use the Services to upload, transmit, or promote any material that infringes or violates the intellectual property rights or any other rights of anyone else, including Healthy Gamer and any affiliated services.

g) **Unauthorized Use.** You shall not copy, redistribute, reproduce, "rip," record, transfer, perform or display to the public, broadcast, or make available to the public any part of the Service or the Content, or otherwise making any use of the Service or the Content which is not expressly permitted under the Terms, any agreement between you and Healthy Gamer, or any applicable law or which otherwise infringes the intellectual property rights (such as copyright) in the Service or the Content or any part of it.

h) **Unauthorized Transfers.** You shall not transfer copies of cached Content from any device to another device via any means.

i) **Prohibition Against Reverse Engineering.** You shall not reverse-engineer, decompile, disassemble, modify, or create derivative works of the Service, Content or any part thereof except to the extent permitted by applicable law.

j) **No Circumvention.** You shall not circumvent any technology used by Healthy Gamer, its licensors, or any third party to protect the Content or the Service.

k) **No Sublicenses Granted.** You shall not sell, rent, sublicense or lease of any part of the Service or the Content.

l) **Ownership Notices.** You shall not remove or alter any copyright, trademark, or other intellectual property notices contained on the Content or the Service or provided through the Service.

m) **Passwords.** You shall not provide your password to any other person or using any other person's username and password.

n) **Content Creators.** We grant permission for creators to show Dr. K's Guide to Mental Health under the following conditions:

- Creators are granted permission to livestream their playthrough of Dr. K's Guide to Mental Health with their communities.
- We ask creators to not upload entire Dr. K's Guide VOD playthroughs on platforms that host files permanently, this can be video platforms like YouTube or file hosting services like Dropbox. Keeping the VOD up on Twitch is acceptable as VODs expire in 14 or 60 days; there is no need to delete it after going offline.
- Making short-form content, defined as less than 30 minutes, as highlights on social media or other video platform, like YouTube, is acceptable so long as the content is transformative to Dr. K's Guide in some way (e.g. having your reactions, commentary, episode choices, etc.)
- Please use this link to show where people can learn more about the guide:
<https://coaching.healthygamer.gg/guide>

For any questions or concerns, please email team@healthygamer.gg for clarification about our policy.

11. **Claims of Infringing Content.** Healthy Gamer respects the intellectual property of others, and we ask our users to do the same. If you believe that your work is accessible on the Services in a way that constitutes copyright infringement, you may notify us by providing the following information (as required by the Digital Millennium Copyright Act, 17 U.S.C. § 512) to our copyright agent identified below:

- a) A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a list of such works;
- c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Healthy Gamer to locate the material;
- d) Information reasonably sufficient to permit Healthy Gamer to contact the complaining party, such as an address, telephone number, and if available, an email address at which the complaining party may be contacted;
- e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such notices may be sent to Healthy Gamer's copyright agent, at team@healthygamer.gg

12. User Content. By using the Services or accessing any Content, you grant Healthy Gamer a perpetual, irrevocable, unlimited, worldwide, nonexclusive, sublicensable license for the content you post or share ("User Content"), including but not limited to, the right to use, copy, display, make derivative works, and other rights under 17 U.S.C. § 106. Accordingly, you represent and warrant that you have all rights, licenses, consents, and releases that are necessary to grant to Healthy Gamer this license to your User Content. This license is not limited strictly to User Content posted on the Healthy Gamer site, but extends to all User Content arising out of interaction with the Services via third-party platforms. Likewise, you grant Healthy Gamer the right to exercise this license for all User Content on its own website as well as through our Services on third-party platforms.

13. Limited Content License. In providing the Services, we may make Content available to you on or through the Services. By using the Services, Healthy Gamer grants you a limited, non-exclusive, revocable right to view or to make personal, non-commercial use of the Content in connection with the Services, and all other rights in that Content are retained by Healthy Gamer. You acknowledge that the Services and the Content, including all associated intellectual property rights, are the exclusive property of Healthy Gamer and its licensors. You agree that you are using the Service and Content for your own personal, non-commercial use and that you will

not redistribute the Service or the Content.

14. Third-Party Affiliates. By using the Services or accessing the Content, you may access third-party websites, information, and services, including but not limited to third-party databases, networks, servers, software, programs, systems, directories, applications, or products. You acknowledge that Healthy Gamer does not control such third-party websites and services, and is not responsible for their content, operation, or use. These third-party services include, but are not limited to, Discord, Teachable, and Twitch. Please review each site's terms and policies carefully—it is your responsibility to ensure that you comply with those agreements. Please review those terms often as they are subject to change at any time.

15. AS-IS WARRANTY; WARRANTY DISCLAIMERS. YOU ACKNOWLEDGE THAT YOU ARE USING HEALTHY GAMER AT YOUR OWN RISK. THE SERVICES AND CONTENT ARE PROVIDED "AS IS," AND HEALTHY GAMER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM. HEALTHY GAMER DOES NOT REPRESENT OR WARRANT THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS, OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED THROUGH THE SERVICES.

HEALTHY GAMER DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR ENDORSEMENT, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGALITY, ACCURACY, QUALITY, OR AUTHENTICITY OF CONTENT, INFORMATION, OR SERVICES PROVIDED BY THIRD-PARTY WEBSITES OR SERVICES. HEALTHY GAMER DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR ANY HARM RESULTING FROM YOUR USE OF SUCH THIRD-PARTY WEBSITES AND SERVICES, AND YOU HEREBY WAIVE ANY CLAIM AGAINST HEALTHY GAMER WITH RESPECT TO THE CONTENT OR OPERATION OF ANY SUCH THIRD-PARTY WEBSITES AND SERVICES. FOR MORE INFORMATION, REVIEW THE TERMS OF USE FOR THOSE THIRD-PARTY WEBSITES AND SERVICES. BECAUSE SOME STATES DO NOT PERMIT DISCLAIMER OF IMPLIED WARRANTIES, YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS.

16. Limitation of Liability. HEALTHY GAMER IS NOT LIABLE—AND YOU AGREE TO INDEMNIFY, RELEASE, DEFEND, AND HOLD HEALTHY GAMER HARMLESS—FOR ANY DAMAGES RELATING TO OR ARISING FROM USE OF ANY CONTENT THE SERVICES, USE OF OR INABILITY TO USE THE SERVICES, ACTIONS OR INACTIONS OF USERS OF THE SERVICES, OR OTHER DAMAGES ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO PUNITIVE, CONSEQUENTIAL, EMOTIONAL, INDIRECT OR EXEMPLARY DAMAGES, OR ANY CLAIMS BASED ON LOST PROFITS, DATA, OR GOODWILL. THIS LIMITATION APPLIES WHETHER BASED ON A CLAIM RELATED TO A WARRANTY, CONTRACT, TORT, PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY,

AND WHETHER OR NOT HEALTHY GAMER KNEW, SHOULD HAVE KNOWN, OR WAS APPRISED OF SUCH DAMAGES.

IN NO EVENT WILL HEALTHY GAMER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THE TERMS OR THE USE OF THE SERVICES OR CONTENT EXCEED FIFTY (\$50.00) U.S. DOLLARS.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES. IN SUCH JURISDICTIONS, THE LIABILITY OF HEALTHY GAMER AND ITS SUPPLIERS SHALL BE LIMITED TO THE COST OF SERVICE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

17. **Notices to You.** Any notices or other communications permitted or required hereunder, including those regarding modifications to the Terms, will be in writing and given by Healthy Gamer (a) via email (in each case to the address that you provide) or (b) by posting to the website or other Services.
18. **Enforcement, No Waiver:** Healthy Gamer's failure to enforce any right or provision of the Terms will not constitute a waiver of future enforcement of that right or provision.
19. **Assignment.** You may not assign or transfer your rights under the Terms, by operation of law or otherwise, without Healthy Gamer's prior written consent. Any attempt by you to assign or transfer the Terms without such consent will be null and have no effect. Healthy Gamer may assign or transfer the Terms, at its sole discretion, without restriction. Subject to the foregoing, the Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. The Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.
20. **Governing Law.** Any dispute arising out of or related to the subject matter of the Terms, including those based in contract, tort, or statute, shall be governed by and construed under the laws of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions thereof.
21. **Arbitration.** Any dispute arising from or relating to the subject matter of the Terms, including those based in contract, tort, or statute, shall be finally settled in Suffolk County, Massachusetts, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from a court of competent jurisdiction. For

all purposes of the Terms, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in Suffolk County, Massachusetts.

22. **Jury trial waiver, class action waiver:** BY ENTERING INTO THESE TERMS, YOU AGREE TO WAIVE YOUR RIGHT TO TRIAL BY JURY AND YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION. Any adjudication under these Terms will take place on an individual basis: class arbitrations and class actions are not permitted.

23. **Termination.** Healthy Gamer may immediately and without notice terminate the Terms and disable your access to the Services if Healthy Gamer at its sole discretion, including if Healthy Gamer determines that: (a) you have materially breached the Terms; (b) you have violated applicable laws, regulations or third-party rights; or (c) such action is needed to protect the safety or property of Healthy Gamer, other users, or third parties. Healthy Gamer has the exclusive right to control the use of the Services, including but not limited to blocking, deleting, delaying, or filtering any content.

Provisions that, by their nature, survive termination of the Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

24. **Severability.** If for any reason an arbitrator or a court of competent jurisdiction finds any provision of the Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of the Terms will remain in full force and effect.

25. **Headings:** Headings are for convenience only, and do not limit or construe the sections.

26. **Entire Agreement.** The Terms constitute the entire agreement between you and Healthy Gamer regarding your use of the Services or access to the Content, and supersede all prior written or oral agreements.

27. **Reservation of Rights.** We reserve all rights not explicitly granted to you.



The Commonwealth of Massachusetts Board of Registration in Medicine

178 Albion Street, Suite 330
Wakefield, MA 01880
(781) 876-8200

www.mass.gov/massmedboard
Enforcement Division Fax: (781) 876-8381
Legal Division Fax: (781) 876-8380
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June 8, 2022

Alok M. Kanojia, M.D.
c/o Attorney Curtis Dooling
Pierce & Mandell, P.C.
11 Beacon Street, Suite 800
Boston, MA 02108
VIA EMAIL: cdooling@piercemandell.com

RE: Investigative Docket No. 20-296

Dear Dr. Kanojua:

As you know, the Board has docketed a complaint against you. After receiving your response, we have additional questions. Please respond to the following:

1. Please explain the time and manner of your resignation or termination from employment with McLean Hospital, Massachusetts General Hospital, and Harvard University Medical School, and whether you retain any employment or privilege status with the same. Please provide any relevant documentation, such as a letter of resignation.
 - a. Please also state when, if at all, you advised these employers of your role with HealthyGamer. If you did not advise these employers, did they indicate to you at any time that they were aware of your relationship with HealthyGamer.
2. Please outline any and all efforts you have made to obtain a Texas medical license. To the extent that no efforts have been made, do you plan on applying for Texas medical licensure in the future.
3. Please describe your current patient profile at Kanojia Psychiatry, i.e. whether your patients pay with insurance and co-pays or out of pocket, where your patients primarily reside, and whether you provide prescriptions. Please also explain the manner in which you provide services at Kanojia Psychiatry, how appointments are scheduled and conducted, and how billing is completed.

June 8, 2022

- a. Please also state when Kanojia Psychiatry was founded and whether it is incorporated or registered as a business.
4. Please explain the payment structure within HealthyGamerGG, i.e. how you are compensated v. compensation for life coaches, how channel subscription funds are allocated, where donation money is dispersed.
5. Please provide the HealthyGamerGG Coaching Services Agreement.

Please also include any other records or other materials that substantiate your response.

You are required by 243 CMR 2.07(12) to file a response to this complaint within 30 days of your receipt of this letter. Your response may be written by you or by your attorney, but you must sign it or cosign it as the licensee.

Sincerely,



Rachel Shute
Complaint Counsel

PIERCE & MANDELL, P.C.

ATTORNEYS AT LAW

11 BEACON STREET, SUITE 800
BOSTON, MASSACHUSETTS 02108

617-720-2444
FAX 617-720-3693
WWW.PIERCEMANDELL.COM

July 25, 2022

Rachel N. Shute, Esq.
MA Board of Registration in Medicine
178 Albion Street, Suite 330
Wakefield, MA 01881

Re: Docket No. 20-296 – Dr. Alok M. Kanojia

Dear Ms. Shute:

This correspondence shall serve as Dr. Kanojia's response to the questions posed in your letter dated June 8, 2022.

1. Dr. Kanojia's Employment History with McLean Hospital, Massachusetts General Hospital, Harvard University Medical School

a. McLean Hospital

Dr. Kanojia was employed on a part-time basis at McLean Hospital from July 1, 2018 to June 30, 2019. He primarily provided vacation coverage at residential addiction treatment facilities. Dr. Kanojia informed McLean Hospital representatives that he could not provide similar coverage for 2019 – 2020. Thus, his employment relationship ended on June 30, 2019. Dr. Kanojia's McLean Hospital credentialing documents are attached at Tab 1.

b. Massachusetts General Hospital

Dr. Kanojia performed his residency at MGH and was employed there from July 1, 2014 through June 30, 2018. Dr. Kanojia's employment at MGH ended at the conclusion of his residency, per the terms of his residency agreement

c. Harvard Medical School

Dr. Kanojia's academic appointment at Harvard University Medical School began on June 4, 2014 as Clinical Fellow in Psychiatry. Dr. Kanojia became Instructor in Psychiatry on July 1, 2018. During Dr. Kanojia's promotion conference on May 19, 2020 with his academic supervisor, they decided to transition Dr. Kanojia to Part Time Instructor in Psychiatry. During the 2018-2019 academic year, Dr. Kanojia focused on

teaching residents through his clinical role at McLean Hospital. Since July 1, 2019, Dr. Kanojia's teaching responsibilities have been primarily resident didactics (Evidenced Based Complementary and Alternative Psychiatry and Video Game Addiction) and informal mentorship for residents interested in these fields. Documents related to the Harvard Medical School academic appointment are attached at Tab 2.

d. Healthy Gamer Notifications

It should be noted that during the time frames referenced above when Dr. Kanojia was affiliated with McLean Hospital, MGH, and Harvard Medical School, Healthy Gamer was not a company as it is today, *i.e.*, a company with employees, revenue, etc. Healthy Gamer, in its first iteration, was a non-fiction, educational book for general consumption. Dr. Kanojia submitted a formal intellectual property invention disclosure to Partners Healthcare. The disclosure is attached at Tab 3.

Dr. Kanojia notified his employers, both informally and formally, of his work with Healthy Gamer. He first discussed his interest with mentors at MGH and McLean Hospital in 2016. When he transitioned from residency to part-time employment at McLean Hospital in July 2018, Dr. Kanojia continued to work on the ideas of Healthy Gamer and explored other public education forums and the non-fiction book. At this point, as noted above, Healthy Gamer was more of an idea than a company. Dr. Kanojia continued to work with his mentors to evolve the idea of how to address the growing need for technology addiction. Dr. Kanojia decided to focus full-time on Healthy Gamer once he ended his employment in July 2019.

2. Texas Medical License

Dr. Kanojia submitted his initial application for a Texas medical license on January 8, 2022. The Application ID is 343280. Dr. Kanojia is currently studying for the Texas Jurisprudence Exam. Dr. Kanojia submitted his application before this complaint was filed with the Massachusetts Board. Thus, Dr. Kanojia has paused his application process in Texas. He plans to continue the application process once this complaint is resolved.

3. Current Patient Profile at Kanojia Psychiatry

Dr. Kanojia has been winding down his private practice since relocating to Texas in 2020. Dr. Kanojia currently only treats one patient at his private practice, Kanojia Psychiatry, LLC. Dr. Kanojia transitioned care with this patient after more than one year of stability on a dose of [REDACTED], with the patient's primary care physician providing refills. This patient reached out to Dr. Kanojia on [REDACTED] 31, 2022 with the goal of weaning off his [REDACTED]. Because Dr. Kanojia provided care for the patient for over three years and understood early warning signs of [REDACTED] episodes, as well as psychosocial stressors, he agreed to re-engage care with the patient for the sole purpose of weaning off [REDACTED] medication. Dr. Kanojia informed the patient he was no longer located in Massachusetts. He also informed the patient that if his symptoms returned, he would need

to seek a new provider in Massachusetts while Dr. Kanojia would manage his symptoms as a bridge to a new provider. The patient wasn't interested in seeking a new provider. He only wanted to transition off medication. Dr. Kanojia is currently working with the patient to wean off medication and expects the relationship to end in the coming months if the patient is stable. Before this patient reached out to Dr. Kanojia in [REDACTED] 2022, Kanojia Psychiatry had no active patients. Dr. Kanojia has not accepted new patients since relocating to Texas.

The services provided by Kanojia Psychiatry were largely through Dr. Kanojia's old office at 466 Commonwealth Avenue in Boston. Dr. Kanojia relocated to Texas during the pandemic, and provided telehealth services during this time. He provided care until his patients were able to find new providers.

Dr. Kanojia provided combined psychopharmacology and psychotherapy services through Kanojia Psychiatry. His appointments were scheduled over the phone for initial visits, and were scheduled in person at the end of the visit for subsequent visits. Appointments were primarily conducted in person at the Boston office until the pandemic, at which point they were conducted virtually.

Kanojia Psychiatry does not accept insurance, and patients pay via credit card (Square Point-of-Sale Device) or check at the end of visit.

Kanojia Psychiatry was founded in 2018, and formed as an LLC in 2020. Kanojia Psychiatry, LLC's Certificate of Organization and related documents are attached at Tab 4. The Kanojia Psychiatry, LLC Operating Agreement is attached at Tab 5.

4. Structure of Healthy Gamer, LLC

Dr. Kanojia is a salaried employee of Healthy Gamer, LLC and is eligible for distributions as the majority owner of the LLC. Coaches are independent contractors who are paid hourly for their services. Healthy Gamer, LLC is organized under the laws of Delaware and is registered to do business in Texas.

Channel subscription payments (assuming this refers to revenue from Twitch and YouTube) are paid to Healthy Gamer, LLC

Donations are routed to the Healthy Gamer Foundation, which promotes the mental health needs of young people through funding, policy, and research. The Healthy Gamer Foundation maintains its own bank account and has filed for 501(c)(3) status with the IRS. When Healthy Gamer, LLC fundraises on behalf of The Healthy Gamer Foundation, the funds are collected using the Foundation's fundraising tools or accounted for within Healthy Gamer, LLC and then transferred to the Foundation's account. The funds are spent primarily on activities regarding the research and advocacy of the unique, emerging

mental health needs of young people due to technology and microgrants to individuals needing assistance getting their lives together as a result of mental health issues.

5. Coaching Services Agreement

The Coaching Services Agreement is attached at Tab 6. In order to sign up for Healthy Gamer coaching, a client must acknowledge the Healthy Gamer Terms of Service, Privacy Policy, and Coaching Services Agreement, as noted on the screenshot below.

The screenshot shows a web browser window with the URL `coaching.healthygamer.gg/registration/2?package=personal-16`. The page is titled "Tell us about yourself" and includes a note: "Only your Healthy Gamer coach can see your answers." The form contains the following fields and sections:

- EMAIL ADDRESS:** A text input field containing `knul@healthygamer.gg`.
- DATE OF BIRTH (MM/DD/YYYY):** A date picker showing `06/03/1995`.
- FIRST NAME:** A text input field containing `Knul`.
- LAST NAME:** A text input field containing `Kaniga`.
- PRONOUNS:** Radio button options for `She/her` (selected), `He/him`, `They/Them`, and `Other`. A link "Prefer not to say" is also present.
- COUNTRY:** A dropdown menu showing `Country`.
- STATE/PROVINCE:** A dropdown menu showing `Texas`.
- WHAT WOULD YOU LIKE TO WORK ON?:** A series of buttons for selecting issues: `Feelings of depression` (selected), `Feelings of anxiety`, `Internet and/or video game addiction`, `Anger`, `Repressed emotions`, `Motivation`, `Life purpose`, `Confidence`, `Control or agency over life`, `Relationships`, `I don't know`, and `Other`.
- PLEASE ELABORATE ON WHAT YOU'D LIKE TO WORK ON:** A text area with the placeholder "To test this portal".
- IS THERE ANYTHING YOUR COACH SHOULD KNOW ABOUT YOU? (OPTIONAL):** A text area with the placeholder "Give a short summary...".
- AGREEMENTS:** A section stating: "To continue in the sign-up process, you must verify that you have read and understood the information contained in the following links." It includes links for `TERMS OF SERVICE`, `PRIVACY POLICY`, and `COACHING SERVICES AGREEMENT`.
- COACHING SERVICES AGREEMENT:** A checkbox labeled "By checking this box, you acknowledge that:" followed by a list of terms:
 - All information in this application is true and filled out to the best of my ability.
 - I am 18 years old and am able to view Healthy Gamer's Terms of Service, Privacy Policy and Coaching Services Agreement, and acknowledge that these terms will govern my access to all the features of your membership in Healthy Gamer's Coaching Program.
 - Healthy Gamer is a chat-based service to help manage personal or behavioral, mental health, and life challenges. It is not a substitute for medical, psychiatric, mental health, or other professional services. It is not a substitute for medical, psychiatric, mental health, or other professional services. It is not a substitute for medical, psychiatric, mental health, or other professional services.
 - Healthy Gamer reserves the right to use and disclose, both past and present, all information, including feedback, messages to your coach, etc., for marketing purposes.
 - You are able to end or the purchasing of membership at any time through your membership page after sign up.
- SUBMIT:** A green button at the bottom of the form.

Conclusion

Since relocating to Texas and starting Healthy Gamer, Dr. Kanojia has spent less time in private practice so he could focus on starting and growing Healthy Gamer. Healthy Gamer is a unique and ground-breaking company that provides an incredibly valuable service addressing the alarming rise of mental health struggles for the internet generation.

It should be noted by the Board that the individual who filed the Complaint against Dr. Kanojia, [REDACTED], was recently banned from Twitch for harassment and stalking. He had previously been banned by other social media platforms for inappropriate behavior. There are also several criminal complaints pending against Mr. [REDACTED] in the State of [REDACTED]

Dr. Kanojia is happy to provide the Board with as much information as it deems necessary to complete its investigation. Dr. Kanojia is proud of his work at Healthy Gamer, and he continues to be extraordinarily careful and cognizant of the distinct differences between the practice of clinical psychiatry and the work he does at Healthy Gamer.

Sincerely,

/s/ Alok M. Kanojia, M.D.

Alok M. Kanojia, M.D.

/s/ Curtis B. Dooling

Curtis B. Dooling

LIMITED LIABILITY COMPANY AGREEMENT
OF
KANOJIA PSYCHIATRY LLC

This Limited Liability Company Agreement (this "Agreement") of Kanojia Psychiatry LLC, dated as of the ____ day of July, 2020, is entered into by the person or entity set forth on Exhibit A hereto, as the sole member (the "Member").

The Member, by execution of this Agreement, hereby forms a limited liability company pursuant to and in accordance with the Massachusetts Limited Liability Company Act (M.G.L. Ch. 156C, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. **Name.** The name of the limited liability company is Kanojia Psychiatry LLC (the "Company").
2. **Certificates.** Alok M. Kanojia, MD, MPH, is hereby designated an "authorized person" within the meaning of the Act, and has executed, delivered and filed the Certificate of Organization of the Company with the Secretary of State of the Commonwealth of Massachusetts, which filing is hereby ratified and approved. Upon the filing of the Certificate of Organization with the Secretary of State of the Commonwealth of Massachusetts, the Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member is hereby (i) authorized to execute, deliver and file any certificates (and any amendments and/or restatements thereof) to be filed in the office of the Secretary of State of the Commonwealth of Massachusetts, (ii) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or a district office of the land court or (iii) authorized to execute, delivery and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.
3. **Purposes.** The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in the business of the practice of medicine, including specifically, psychiatry, and any lawful act or activity for which limited liability companies may be formed under the Act.
4. **Powers.** In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company shall have the power and is hereby authorized to:
 - (a) acquire by purchase, lease, contribution of property or otherwise, own, hold, sell, license, convey, transfer or dispose of any real or personal (tangible or intangible) property that may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(b) act as a trustee, executor, nominee, bailee, director, officer, agent or in some other fiduciary capacity for any person or entity and to exercise all of the powers, duties, rights and responsibilities associated therewith;

(c) take any and all actions necessary, convenient or appropriate as trustee, executor, nominee, bailee, director, officer, agent or other fiduciary, including the granting or approval of waivers, consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments;

(d) operate, purchase, maintain, finance, improve, own, sell, license, convey, assign, mortgage, lease or demolish or otherwise dispose of any real or personal (tangible or intangible) property that may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(e) borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company, and secure the same by mortgage, pledge or other lien on the assets of the Company;

(f) invest any funds of the Company pending distribution or payment of the same pursuant to the provisions of this Agreement;

(g) prepay, in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Company and, in connection therewith, execute any extensions, renewals or modifications of any mortgage or security agreement securing such indebtedness;

(h) enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any person or entity affiliated with the Member, necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company;

(i) employ or otherwise engage employees, managers, contractors, advisors, attorneys, consultants and agents and pay reasonable compensation for such services;

(j) enter into partnerships, limited liability companies, trusts, associations, corporations or other ventures with other persons or entities in furtherance of the purposes of the Company; and

(k) do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or incidental to the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

5. **Principal Business Office.** The principal business office of the Company shall be located at such location as may hereafter be determined by the Member.

6. **Registered Office.** The address of the registered office of the Company in the Commonwealth of Massachusetts is 466 Commonwealth Avenue, Suite 201C, Boston MA 02115.

7. **Registered Agent.** The name and address of the registered agent of the Company for service of process on the Company in the Commonwealth of Massachusetts is Alok M. Kanojia, MD, MPH, located at 466 Commonwealth Avenue, Suite 201C, Boston MA 02115.

8. **Member.** The name and the mailing address of the Member is set forth on Exhibit A attached hereto.

9. **Limited Liability.** Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company; provided, however, the nothing in this Agreement shall limit the liability of the Member for intentional torts or negligence by the Member in connection with the practice of medicine.

10. **Capital Contributions.** The Member is deemed admitted as a member of the Company upon its execution and delivery of this Agreement. The Member has contributed such capital to the Company as is set forth in the books and records of the Company.

11. **Additional Contributions.** The Member is not required to make any additional capital contribution to the Company. However, the Member may at any time make additional capital contributions to the Company.

12. **Allocation of Profits and Losses.** The Company's profits and losses shall be allocated solely to the Member.

13. **Distributions.** Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

14. **Management.** In accordance with Section 24 of the Act, management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the Commonwealth of Massachusetts. Notwithstanding any other provision of this Agreement, the Member has the authority to bind the Company and is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person or entity.

15. **Officers.** The Member may, from time to time as it deems advisable, select natural persons who are employees or agents of the Company and designate them as officers of the Company (the "Officers") and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Massachusetts Business Corporation Act, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that

office. Any delegation pursuant to this Section 15 may be revoked at any time by the Member. An Officer may be removed with or without cause by the Member.

16. **Other Business.** Notwithstanding any duty otherwise existing at law or in equity, the Member may engage in or possess an interest in other business ventures of every kind and description, independently or with others, and the Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

17. **Exculpation and Indemnification.** No Member or Officer shall be liable to the Company or any other person or entity who is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that a Member or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member's or Officer's willful misconduct, or such Member's or Officer's intentional torts or negligence in connection with the practice of medicine. To the fullest extent permitted by applicable law, a Member or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member or Officer by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that no Member or Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member or Officer by reason of willful misconduct, or by reason of such Member's or Officer's intentional torts or negligence in connection with the practice of medicine, in each case with respect to such acts or omissions; provided, however, that any indemnity under this Section 17 shall be provided out of and to the extent of Company assets only, and the Member shall not have personal liability on account thereof.

18. **Assignments.** The Member may at any time assign in whole or in part its limited liability company interest in the Company; provided, however, such assignment may only be to a physician licensed to practice medicine in the Commonwealth of Massachusetts. The transferee of a limited liability company interest in the Company shall be admitted to the Company as a member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement, and upon its delivery of evidence reasonably satisfactory to the Company that the transferee is a physician licensed to practice medicine in the Commonwealth of Massachusetts. If the Member transfers all of its limited liability company interest in the Company pursuant to this Section 18, such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor Member shall cease to be a member of the Company.

19. **Resignation.** The Member may at any time resign from the Company. If the Member resigns pursuant to this Section 19, an additional member shall be admitted to the Company, subject to Section 20 hereof, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement and upon its delivery of evidence reasonably satisfactory to the Company that the transferee is a physician licensed to practice medicine in the Commonwealth of Massachusetts. Such admission shall be deemed

effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

20. **Admission of Additional Members.** One or more additional members of the Company may be admitted to the Company with the written consent of the Member; provided, however, such additional member is a physician licensed to practice medicine in the Commonwealth of Massachusetts, and such additional member provides evidence reasonably satisfactory to the Company that such additional member is a physician licensed to practice medicine in the Commonwealth of Massachusetts.

21. **Dissolution.**

(a) The Company shall dissolve and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) at any time there are no members of the Company unless the Company is continued in accordance with the Act, or (iii) the entry of a decree of judicial dissolution under Section 44 of the Act.

(b) The bankruptcy of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 46 of the Act.

22. **Severability of Provisions.** Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

23. **Entire Agreement.** This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

24. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the Commonwealth of Massachusetts (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

25. **Amendments.** This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

26. **Sole Benefit of Member.** Except as expressly provided in Section 17, the provisions of this Agreement are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and no

Member shall have any duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first written above.

MEMBER:

A handwritten signature in black ink, appearing to read 'Alok M. Manojia', written over a horizontal line.

Alok M. Manojia, MD, MPH

EXHIBIT A

MEMBER

Alok M. Kanojia, MD, MPH



Provider NPI: 1619380839

MA Licsense Number: 271400

COACHING SERVICES AND PREMIUM CONTENT AGREEMENT

This coaching services agreement is dated _____ (“**Effective Date**”), and is by and between Healthy Gamer, LLC (“**Healthy Gamer**”) and _____ (“**Client**”).

The parties therefore agree as follows:

Section 1 Services Provided

1.1 **Services.** Healthy Gamer agrees to provide Client coaching services as described on Exhibit A (“**Coaching Services**”) and access to any music, videos or other content or material that is made available through the Coaching Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, and so forth described on Exhibit A (the “Premium Content”).

1.2 **Price.** Client agrees to compensate Healthy Gamer at the rates in accordance to the payment terms described on Exhibit A and subject to the cancellation and refund policy which can be found here (www.healthygamer.gg/coaching).

1.3 **Taxes.** All fees and expenses payable to Healthy Gamer shall be exclusive of any sales, use, value-added or similar taxes, duties, imposts, customs, levies or other withholding (“Tax”). Any such Tax shall be paid by Client in addition to fees or expenses.

1.4 **Control of Services.** Healthy Gamer shall determine the time, place, method, details, and means of performing the Coaching Services.

1.5 **Personnel.** Healthy Gamer shall provide adequate staff, contractors, or personnel to render the Coaching Services. In the event that any Healthy Gamer staff, contractor, or personnel is found to be unacceptable to Client, Client shall notify Healthy Gamer and Healthy Gamer shall work with Client to resolve the problem, including removal of staff and providing a replacement acceptable to Client.

Section 2 Coaching Services

2.1 **Coach.** Healthy Gamer shall designate and appoint a coach who shall provide the Coaching Services and who shall act as a liaison between Client and Healthy Gamer.

2.2 **Progress Reports and Meetings.** Client and the coach shall hold sessions, meetings and issue reports as the coach deems necessary for the Coaching Services.

Section 3 Term and Termination

3.1 **Term.** This agreement shall commence on the Effective Date stated in the introductory clause and will be in effect for the duration selected and described on Exhibit A (“Term”) unless sooner terminated as provided under this agreement.

3.2 **Termination without Cause.** Healthy Gamer may immediately terminate this agreement without cause by providing the Client with written notice prior to the renewal date of this agreement.

3.3 **Termination for Cause.** This agreement may be terminated for cause by either party. The non-breaching party must provide written notice to the breaching party if any of the following events occur by or with respect to the breaching party:

- A) The breaching party commits a material breach of any of its obligations under this agreement and fails to cure such breach within 30 days after receipt of written notice to do so; or
- B) Any insolvency of the breaching party, any filing of a petition in bankruptcy by or against the breaching party, any appointment of a receiver for the breaching party, or any assignment for the benefit of the breaching party's creditors.

3.4 **Recover Payment.** Upon termination, Healthy Gamer will be entitled to recover payment for all services and related expenses rendered through the date of termination, including for any Coaching Services in progress.

3.5 **Client Obligations.** Upon termination of this Agreement, Client: (i) shall immediately return, destroy and erase all Confidential Information (as defined in Section 4.1); (ii) shall no longer access the Coaching Services; and (iii) shall not circumvent any security mechanisms contained therein.

3.6 **Survival.** In the event of termination or upon expiration of this agreement, sections 1.2, 4, 5, and 7 will survive and continue in full force and effect.

Section 4

Confidentiality and Ownership

4.1 **Confidentiality.** Client acknowledges that Healthy Gamer owns valuable trade secrets and other confidential information. Such information may include, without limitation, software code, routines, data, know-how, designs, inventions, manuals, documentation, curriculum, Coaching Materials (as defined in Section 4.4), the Premium Content, any discussions or communications between a coach and Client, any private or personally identifiable information of a coach, and other tangible and intangible items, regardless of form, nature or media ("**Confidential Information**").

4.2 **Non-Disclosure.** Client agrees that it will not, at any time during or after the term of this agreement, disclose any Confidential Information to any person, and that upon termination of this agreement, Client will return any Confidential Information belonging to Healthy Gamer.

4.3 **Ownership.** Client acknowledges that it is not obtaining any intellectual property rights from Healthy Gamer under this agreement. Client acknowledges that in the course of performing its obligations under this agreement, Healthy Gamer may create works of authorship ("**Work Product**"). Healthy Gamer shall own all right, title, and interest in such Work Product, including all intellectual property rights therein and thereto. If any Work Product is delivered to Client pursuant to or in connection with the performance of a service ("**Deliverable**"), then Healthy Gamer retains all right, title, and interest in such Deliverables.

4.4 **Coaching Materials.** Client agrees and acknowledges that Client is not obtaining any intellectual property right in or to any coaching materials provided by Healthy Gamer to Client in connection with the services provided under this agreement ("**Coaching Materials**"), other than the rights of use specifically granted in this agreement. Client will be entitled to keep and use all Coaching Materials provided by Healthy Gamer to Client, but without any other license to exercise any of the intellectual property rights therein, all of which are hereby strictly reserved to Healthy Gamer. In particular and without limitation, Coaching Materials may not be modified, translated, re-distributed, disclosed to third parties, lent, hired out, made available to the public, sold, offered for sale, shared, or transferred in any other way. During the term of this agreement, Client may copy the Coaching Materials for its internal use. All Healthy Gamer trademarks, trade names, logos, and notices present on the Coaching Materials will be preserved.

4.5 **Premium Content.** In providing the Coaching Services, Healthy Gamer may make Premium Content available to Client in conjunction with the Coaching Services during the Term of this Agreement. By providing Coaching Services to Client, Healthy Gamer grants Client a limited, non-exclusive, revocable right to view or to make personal, non-commercial use of the Premium Content in connection with the

Coaching Services, and all other rights in the Premium Content are retained by Healthy Gamer. Client acknowledges that the Premium Content, including all associated intellectual property rights, are the exclusive property of Healthy Gamer and its licensors. Client agrees that Client is using the Coaching Services and Premium Content for Client's own personal, non-commercial use and that Client will not redistribute the Coaching Services or the Premium Content. Client's use of the Coaching Services and Premium Content shall be subject to Healthy Gamer's website terms and conditions.

4.6 **Client's Materials.** Client grants to Healthy Gamer a non-exclusive, non-transferable, royalty-free license to use materials provided by Client to Healthy Gamer during the term of this agreement solely for the purpose of performing services contained in this agreement for Client.

4.7 **Injunctive Relief.** Client acknowledges that any unauthorized disclosure or use of the Confidential Information would cause Healthy Gamer imminent irreparable injury and that Healthy Gamer shall be entitled to, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief in the event the Client does not fulfill its obligations under this Section.

4.8 **Limited Privacy of the Client.** In accordance with Healthy Gamer's standard policies and procedures, including, without limitation, its Code of Ethics, Healthy Gamer shall use reasonable efforts to maintain the privacy of the relationship with the Client and agrees to use reasonable efforts to maintain the privacy of all communications and information disclosed by the Client, except in those situations where such confidentiality and privacy would violate the law, or jeopardize the well-being or safety of the Client or a third party, as determined in the sole discretion of Healthy Gamer.

Section 5

Warranties, Limitation of Liability, Indemnity, and Disclaimers

5.1 **Limited Warranty.** With respect to any Coaching Services provided under this agreement, Healthy Gamer warrants that such Coaching Services will be performed by qualified personnel and the Coaching Services performed will substantially conform to any applicable requirements set forth in Exhibit A.

5.2 **Remedies.** In the event that any Coaching Services provided under this agreement fail to conform to the foregoing warranty in any material respect, the sole and exclusive remedy of Client will be for Healthy Gamer to re-perform or replace the applicable Coaching Services. The foregoing warranty is expressly conditioned upon:

- A) Client providing Healthy Gamer with written notice of any claim thereunder within three days of delivery of the affected services, which notice must identify with particularity the non-conformity; and
- B) Client's full cooperation with Healthy Gamer in all reasonable respects relating thereto.

5.3 **Service Interruption.** Due to the nature of online, internet, and virtual communications, Healthy Gamer does not warrant that the Coaching Services or access to the Premium Content will be uninterrupted or entirely error-free. For example, due to service connectivity or internet connection difficulties, interruptions or downtime, the Coaching Services or access to the Premium Content may, from time to time, be subject to delay, error or failure. Client hereby agrees and acknowledges that Healthy Gamer shall not be liable for any damages related to any of the above issues or any other related issues.

5.4 **Disclaimer.** Except as expressly provided in section 5.1 of this agreement, Healthy Gamer does not make or give any representation or warranty or condition of any kind, whether such representation, warranty, or condition be express, implied, or statutory, including any warranty of merchantability, title, quality, non-infringement, or fitness for a particular purpose or any representation, warranty, or condition from course of dealing or usage of trade. Healthy Gamer, its affiliates, suppliers and resellers

make no warranty or representation regarding the results that may be obtained from the use of the coaching services or the premium content, regarding, the accuracy or reliability of any information obtained through the coaching services or the premium content or that the coaching services or premium content will meet any of Client's requirements, or be uninterrupted, timely, secure or error free. use of the Coaching Services or the Premium Content is at Client's sole risk, any material and/or data downloaded or otherwise obtained through the use of the Coaching Services or Premium Content is at Client's own discretion and risk.

5.5 Limitation of Liability. Under no circumstance will Healthy Gamer be liable for any indirect, incidental, special, consequential, or punitive damages (including without limitation lost revenue, lost profits, loss of income, or loss of business advantage), whether or not foreseeable, even if it has been advised of the possibility of such damages. In no event will Healthy Gamer's aggregate liability under this agreement exceed the amount paid during the 12-month period immediately preceding the date of the claim. These limitations of liability will remain in full force and effect, regardless of whether either party's remedies hereunder are determined to have failed their essential purpose. The provisions of this section allocate risks under this agreement between Client and Healthy Gamer and the fees charged for the services reflect this allocation of risks and limitation of liability.

5.5 Indemnity. To the fullest extent permitted by law, Client will release, indemnify, defend, and hold harmless Healthy Gamer, its parents, owners, subsidiaries, directors, officers, partners, employees, managers, members, contractors and agents from and against any and all losses, claims, including claims for work related injuries made by Healthy Gamer's personnel, allegations, costs, suits, actions, liabilities, expenses, damages, or other proceedings, including reasonable attorneys' fees, caused by, relating to or arising out of Healthy Gamer's sole negligence, tortious act(s) or omission(s), or failure to perform any terms or conditions of this agreement, and Healthy Gamer's portion of the joint negligence, tortious act(s) or omission(s) of Healthy Gamer and Client as respects to the execution of the responsibilities created by this agreement. In relation to the provision of Coaching Services or Premium Content by Healthy Gamer under this Agreement, Client agrees to release, indemnify, defend, and hold harmless Healthy Gamer from and against any and all actions, claims, costs (including attorney fees and court costs), expenses, fines, losses, damages, and liabilities arising out of any alleged or actual improper use or misappropriation of confidential information.

5.6 No Professional Advice. Client acknowledges and agrees that the Coaching Services or the Premium Content are not therapy, counseling, mental healthcare, or treatment for substance abuse or any addictive behavior. Healthy Gamer and Healthy Gamer personnel are not functioning as licensed mental health professionals, therapists or counselors, and coaching is not intended as a replacement for counseling, psychiatric interventions, treatment for mental illness, recovery from past abuse, professional medical advice, financial assistance, legal counsel, or other professional services.

5.7 Client Actions. Client is solely and fully responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the Coaching Services and his/her coaching calls and interactions with Healthy Gamer and the designated coach. As such, the Client agrees that Healthy Gamer, its parents, owners, subsidiaries, directors, officers, partners, employees, managers, members, contractor and agents are not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any Coaching Services provided herein. Client understands that the Coaching Services is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease. Furthermore, Client understands that the Premium Content is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease

Section 6 Miscellaneous

6.1 Notices. Any notice contemplated under this agreement shall be deemed effectively given upon proof of delivery to or refusal by the parties at their respective addresses set forth below. All notices,

demands, requests, or other communications, which may be or are required to be given under this agreement, to any party, shall be in writing and sent via first class certified or registered mail:

To Client: _____

Attn: _____

To Healthy Gamer: Healthy Gamer, LLC
9115 FM 723 Rd
Ste 550 #2011
Richmond, TX 77406

6.2 **Governing Law.** This agreement, the rights and obligations of the parties, and any claims or disputes relating to the agreement or the parties shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflicts of law provision therein.

6.3 **Venue.** Any claim or controversy arising out of or relating to this agreement, or the breach thereof, shall have mandatory venue in Harris County, Texas.

6.4 **Enforcement.** In the event either party resorts to a lawsuit to enforce this agreement, each party shall be responsible for its own legal fees and costs in prosecuting or defending any such lawsuit.

6.5 **Force Majeure.** Neither party shall be liable for any delay or failure to perform any contracted duty when such delay is caused by acts of God, war, strike, disaster, pandemics, governmental orders, or any similar cause beyond its commercially reasonable control. This provision shall not apply to Client's obligation to pay any sums due under this Agreement, which shall continue unabated.

6.6 **Waiver.** No delay or omission by either party to exercise any rights or remedy under this agreement will be construed to be either acquiescence or waiver of the ability to exercise any right or remedy in the future.

6.7 **Severability.** The provisions of this agreement are wholly separable and severable. Should any provision of this agreement be made or determined invalid or otherwise unenforceable, in whole or in part, by any federal, state, or local government or agency or a court or other tribunal of competent jurisdiction, then such invalid or unenforceable provision shall be limited to the minimum extent necessary so that the provisions of this agreement shall otherwise remain in full force and effect. Such invalidity or unenforceability shall not affect the validity or enforceability of the remaining contractual provisions, which shall be interpreted and construed in such a manner as to carry out fully the intention of the parties.

6.8 **Assignment.** Client shall not assign, sublicense or otherwise transfer all or part of the Confidential Information, grant others rights in all or part of the Confidential Information, or otherwise assign its rights or obligations under this agreement without the prior written consent of Healthy Gamer.

6.9 **Publicity; Recordings.** In consideration of the Coaching Services provided hereunder, Healthy Gamer may (a) identify Client in published lists of customers, (b) record and use the name, likeness, and other personal characteristics and information of Client, (c) record, film, capture, and photograph any discussions with Client; (d) use Client's name, alias, likeness, appearance, voice, professional and personal biographical information, and all materials or media created by or on behalf of Healthy Gamer that incorporate any of the foregoing; or (e) describe Client's successful completion of Healthy Gamer's coaching classes in published articles, materials, and/or media.

6.10 **Amendment.** No amendment, modification, discharge, or waiver of this agreement, including any exhibits, shall be valid or binding unless set forth in writing and duly executed by the parties.

6.11 Construction. The headings in this agreement are only for reference and convenience only and are not intended to affect the construction or interpretation of this agreement. Use of the masculine, feminine or neuter of any word in this agreement shall be deemed to include the others, and the use of the singular or plural shall also include the others. Also unless the context clearly indicates to the contrary, (a) the plural includes the singular and the singular includes the plural; (b) “and” and “or” are each used both conjunctively and disjunctively; (c) “any,” “all,” “each,” or “every” means “any and all” and “each and every,” (d) “includes” and “including” are each “without limitation,” and (e) “herein,” “hereof,” “hereunder” and other similar compounds of the word “here” refer to this entire agreement and not to any particular paragraph, subparagraph, section or subsection.

6.12 Multiple Originals. This agreement may be executed in one or more original counterparts, all of which shall have the same force and effect. A copy transmitted by email attachment or facsimile shall also have the same force and effect as an original.

6.13 Entire Agreement. This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties as to this subject matter.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this agreement as of the date stated in the introductory clause.

Client:

Healthy Gamer, LLC:

By: _____

Name: _____ Name: _____

Title: _____

Parent/Guardian/Legal Representative (if Client is a minor)

Name: _____

EXHIBIT A

Coaching Services

- Personal Coaching is a one-on-one 50 minute virtual video call in which the Healthy Gamer Coach talks with the Client to understand the Client's emotional, environmental, and physical factors which may be blocking their personal progress and a) helps the Client understand what's going on with them; b) works with the Client to create practical, actionable plans to move forward to mutually agreed goals.
- Group Coaching is up to 7 clients with one Healthy Gamer Coach on a video call to do the same.

Premium Content Bundles

During the Term of this Agreement, Client shall be granted access to the Premium Content, subject to the terms and conditions of this Agreement and the Healthy Gamer website (<https://www.healthygamer.gg/terms-of-service/>).

Price, Payment Schedule and Term

Pricing Bundles are available as follows:

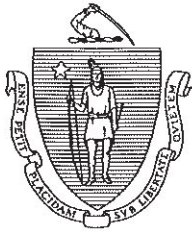
- Personal Coaching Sessions:
 - Term: Twelve (12) Weeks
 - o Price per Session: \$55.00
 - o Total Fees for 12 Personal Coaching Sessions: \$660.00
 - Term: Sixteen (16) Weeks
 - o Price per Session: \$50.00
 - o Total Fees for 16 Sessions: \$800.00
 - Term: Twenty (20) Weeks
 - o Price per Session: \$45.00
 - o Total Fees for 20 Sessions: \$900.00
- Group Coaching Sessions:
 - Term: Sixteen (16) Weeks
 - o Price per Session: \$30.00
 - o Total Fees for 16 Sessions: \$480.00

Payment is charged monthly or every 4 sessions and shall be pre-paid by Client in advance (i.e. 4 sessions are charged before the first, fifth and 9th sessions)

Internet or Connectivity Outage

In the event of a complete internet or connectivity outage for an entire session which results in the inability for a Healthy Gamer coach to communicate with the Client, Healthy Gamer shall use reasonable efforts to reschedule a Coaching Session with the Client at no additional cost.

AUTHORIZATION TO USE INTERNET FOR COMMUNICATION



The Commonwealth of Massachusetts
Board of Registration in Medicine
178 Albion Street, Suite 330, Wakefield, MA 01880

Tel: 781-876-8230
www.mass.gov/massmedboard

MAURA T. HEALEY
Governor

KIMBERLEY DRISCOLL
Lieutenant Governor

KATHLEEN E. WALSH
Secretary

ROBERT GOLDSTEIN, MD, PhD
Commissioner

BOOKER T. BUSH, MD
Chair, Physician Member

FRANK M. O'DONNELL, JD, MPA
Vice Chair, Public Member

SANDEEP S. JUBBAL, MD
Secretary, Physician Member

JOHN P. MCGAHAN, CAS, LADC
Public Member

JASON ZHENSHENG QU, MD
Physician Member

YVONNE CHEUNG, MD, MPH, MBA
Physician Member

AVIVA LEE-PARRITZ, MD
Physician Member

GEORGE ZACHOS, JD
Executive Director

June 11, 2024

Certified Mail 91 7199 9991 7039 6331 6620

Curtis B. Dooling, Esq.
Pierce & Mandell, P.C.
11 Beacon Street, Suite 800
Boston, Massachusetts 02108

Re: In the Matter of Alok M. Kanojia
Adjudicatory Case Nos. 2024-028

Dear Attorney Dooling:

Enclosed please find a copy of the Statement of Allegations and Consent Order in the above-referenced matter.

The enclosed documents may affect your client's rights and obligations in regard to your client's licensure in the Commonwealth, including your client's obligation to follow specified terms. You are advised to refer to the enclosed information for specific guidance.

As required by execution of the Consent Order you have 10 days to notify all designated entities of the Board Action. Please send verification of notification within 10 days to the attention of Bridgette Sanders at the above address or fax verification to 781-876-8380.

Sincerely,

Vito Palazzolo Berg
General Counsel

VPB/bs

Cc: Rachel Shute, Esq.
Complaint Counsel

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Board of Registration in Medicine

Adjudicatory Case No. 2024-028

In the Matter of)
)
)
ALOK M. KANOJIA, M.D.)
_____)

STATEMENT OF ALLEGATIONS

The Board of Registration in Medicine (Board) has determined that good cause exists to believe the following acts occurred and constitute violations for which a licensee may be sanctioned by the Board. The Board therefore alleges that Alok M. Kanojia, M.D. (Respondent) has practiced medicine in violation of law, regulations, or good and accepted medical practice as set forth herein. The investigative docket number associated with this order to show cause is Docket No. 20-296.

Biographical Information

1. The Respondent graduated from Tufts University School of Medicine in 2014 and has been licensed to practice medicine in Massachusetts under license number 271400 since 2017. He is board-certified in psychiatry. He owns HealthyGamerGG and his private practice, Kanojia Psychiatry. The Respondent was previously affiliated with McLean Hospital from July 2018 through October 2020 and Harvard Medical School from July 2018 through October 2021.

Factual Allegations

2. HealthyGamerGG is advertised as “a mental health platform that provides content, coaching, and community resources to help young people take control of their mental health and their lives.”

3. The Respondent further advertises that he “brings the best of evidence-based psychiatry, complementary and alternative medicine (CAM), and his own understanding and experience as part of the internet generation to create a unique approach to mental health” through HealthyGamerGG.

4. HealthyGamerGG maintains live-stream and archived video profiles on Twitch.TV and YouTube.

- a. Twitch.TV is a monetized streaming platform associated with Amazon.
- b. Twitch.TV users pay for subscriptions, premium content, and supportive cheering during live streams.
- c. HealthyGamerGG’s Twitch.TV channel has over 621,000 subscribers.
- d. YouTube channels are monetized through advertisements on the platform.
- e. HealthyGamerGG’s YouTube channel has over 1.35 million subscribers.

5. The Respondent is the majority owner of HealthyGamerGG and is eligible for distributions.

6. The Respondent receives a salary from HealthyGamerGG.

7. The Respondent introduced himself to the HealthyGamerGG community as a Harvard-trained psychiatrist, trained at both Massachusetts General Hospital (MGH) and McLean Hospital.

8. The Respondent often wears a Harvard Medical School, MGH, and McLean Hospital emblazoned zip-up sweatshirt during his videos on HealthyGamerGG.

9. According to AMA Ethical Opinion 8.12,

Physicians who participate in the media can offer effective and accessible medical perspectives leading to a healthier and better-informed society. However, ethical

challenges present themselves when the worlds of medicine, journalism, and entertainment intersect. In the context of the media marketplace, understanding the role as a physician being distinct from a journalist, commentator, or media personality is imperative.

Physicians involved in the media environment should be aware of their ethical obligations to patients, the public, and the medical profession; and that their conduct can affect their medical colleagues, other health care professionals, as well as institutions with which they are affiliated. They should also recognize that members of the audience might not understand the unidirectional nature of the relationship and might think of themselves as patients. Physicians should:

- (a) Always remember that they are physicians first and foremost, and must uphold the values, norms, and integrity of the medical profession.
- (b) Encourage audience members to seek out qualified physicians to address the unique questions and concerns they have about their respective care when providing general medical advice.
- (c) Be aware of how their medical training, qualifications, experience, and advice are being used by media forums and how this information is being communicated to the viewing public.
-
- (h) Fully disclose any conflicts of interest and avoid situations that may lead to potential conflicts.

10. The Respondent conducts interview-style videos with various individuals, often gamers who also live stream; these interviews are live-streamed on Twitch.TV.

- a. The HealthyGamerGG YouTube channel's "Interview" playlist contains approximately 148 videos originally streamed on Twitch.TV.

11. On or about December 4, 2019, the Respondent connected with acclaimed streamer, Reckful, and interviewed him for approximately two hours via Twitch.TV live stream.

- a. During this video, the Respondent and Reckful engage in a conversation about depression, bipolar, suicide, and psilocybin.
- b. The Respondent acknowledged that his colleagues worried that he could be sued if someone on his stream committed suicide.
- c. The Respondent offered Reckful to reach out to him if he had thoughts of killing himself.

12. On or about December 18, 2019, the Respondent and Reckful connected for a second live-streamed interview that lasted approximately one hour and twenty minutes.

- a. During this video, the Respondent and Reckful engage in a conversation about Reckful's history with therapy.
- b. The Respondent suggested that he and Reckful meet every week for four to eight weeks to address his loneliness.

13. On or about January 11, 2020, the Respondent and Reckful connected for a third live-streamed interview that lasted over two hours.

- a. During this video, the Respondent and Reckful engage in a conversation about depression, Reckful's brother's suicide, and psychedelics.

14. On or about January 23, 2020, the Respondent and Reckful connected for a fourth live-streamed interview that lasted approximately one hour and fifteen minutes.

a. During this video, the Respondent and Reckful engage in a conversation about borderline personality disorder.

b. The Respondent stated that he would “try to love” Reckful for two years.

15. On or about January 29, 2020, the Respondent and Reckful connected for a fifth live-streamed interview that lasted approximately one hour and fifty minutes.

a. During this video, the Respondent and Reckful engage in a conversation addressing their discussion from January 23, 2020.

b. The Respondent and Reckful discussed the bounds of their relationship and whether the Respondent was Reckful’s therapist or friend.

c. The Respondent acknowledged that his “very bold claim” about loving Reckful for two years was “irresponsible.”

d. Later in this video, Reckful told the Respondent he remained conflicted about the status and definition of their relationship.

16. On or about February 12, 2020, the Respondent and Reckful connected for a sixth, and final, live-streamed interview that lasted approximately forty minutes.

a. During this video, Reckful mentioned that he and the Respondent would continue their conversations offline, off-stream.

17. On or about June 30, 2020, Reckful’s friend engaged the Respondent to discuss Reckful’s declining mental health.

a. During his conversations with Reckful and his friends, the Respondent followed standard referral guidelines, including referrals for outpatient care, higher levels of care, and guidance around the use of emergency services.

18. On July 2, 2020, Reckful died by suicide.

Legal Basis for Proposed Relief

A. Pursuant to Levy v. Board of Registration in Medicine, 378 Mass. 519 (1979); Raymond v. Board of Registration in Medicine, 387 Mass. 708 (1982), and Sugarman v. Board of Registration in Medicine, 422 Mass. 338 (1996), the Board may discipline a physician upon proof satisfactory to a majority of the Board that said physician lacks good moral character and has engaged in conduct that undermines the public confidence in the integrity of the medical profession.

The Board has jurisdiction over this matter pursuant to G.L. c. 112, §§ 5, 61 and 62. This adjudicatory proceeding will be conducted in accordance with the provisions of G.L. c. 30A and 801 CMR 1.01.

Nature of Relief Sought

The Board is authorized and empowered to order appropriate disciplinary action, which may include revocation or suspension of the Respondent's license to practice medicine. The Board may also order, in addition to or instead of revocation or suspension, one or more of the following: admonishment, censure, reprimand, fine, the performance of uncompensated public service, a course of education or training, or other restrictions upon the Respondent's practice of medicine.

Order

Wherefore, it is hereby **ORDERED** that the Respondent show cause why the Board should not discipline the Respondent for the conduct described herein.

By the Board of Registration in Medicine,

A handwritten signature in black ink, appearing to read 'Booker T. Bush', written over a horizontal line.

Booker T. Bush, M.D.
Board Chair

Date: June 10, 2024

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Board of Registration in Medicine

Adjudicatory Case No. 2024-028

In the Matter of

ALOK M. KANOJIA, M.D.

CONSENT ORDER

Pursuant to G.L. c. 30A, § 10, Alok M. Kanojia, M.D. (Respondent) and the Board of Registration in Medicine (Board) (hereinafter referred to jointly as the "Parties") agree that the Board may issue this Consent Order to resolve the above-captioned adjudicatory proceeding. The Parties further agree that this Consent Order will have all the force and effect of a Final Decision within the meaning of 801 CMR 1.01(11)(d). The Respondent admits to the findings of fact specified below and agrees that the Board may make the conclusions of law and impose the sanction set forth below in resolution of investigative Docket No. 20-296.

Findings of Fact

1. The Respondent graduated from Tufts University School of Medicine in 2014 and has been licensed to practice medicine in Massachusetts under license number 271400 since 2017. He is board-certified in psychiatry. He owns HealthyGamerGG and his private practice, Kanojia Psychiatry. The Respondent was previously affiliated with McLean Hospital from July 2018 through October 2020 and Harvard Medical School from July 2018 through October 2021.

2. HealthyGamerGG is advertised as “a mental health platform that provides content, coaching, and community resources to help young people take control of their mental health and their lives.”

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....

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16. On or about February 12, 2020, the Respondent and Reckful connected for a sixth, and final, live-streamed interview that lasted approximately forty minutes.

- a. During this video, Reckful mentioned that he and the Respondent would continue their conversations offline, off-stream.

17. On or about June 30, 2020, Reckful's friend engaged the Respondent to discuss Reckful's declining mental health.

- a. During his conversations with Reckful and his friends, the Respondent followed standard referral guidelines, including referrals for outpatient care, higher levels of care, and guidance around the use of emergency services.

18. On July 2, 2020, Reckful died by suicide.

Conclusions of Law

A. The Respondent has engaged in conduct that undermines the public confidence in the integrity of the medical profession. See Levy v. Board of Registration in Medicine, 378 Mass. 519 (1979); Raymond v. Board of Registration in Medicine, 387 Mass. 708 (1982).

Sanction and Order

The Respondent's license is hereby REPRIMANDED. This sanction is imposed for each violation of law listed in the Conclusion section and not a combination of any or all of them.

Execution of this Consent Order

Complaint Counsel, Respondent's Counsel, and the Respondent agree that the approval of this Consent Order is left to the discretion of the Board. The signature of Complaint Counsel, Respondent's Counsel, and the Respondent are expressly conditioned on the Board accepting this Consent Order. If the Board rejects this Consent Order in whole or in part, then the entire document shall be null and void; thereafter, neither of the parties nor anyone else may rely on these stipulations in this proceeding.

As to any matter in this Consent Order left to the discretion of the Board, neither the Respondent, nor anyone acting on his behalf, has received any promises or representations regarding the same.

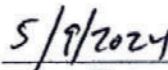
The Respondent waives any right of appeal that he may have resulting from the Board's acceptance of this Consent Order.

The Respondent shall provide a complete copy of this Consent Order with all exhibits and attachments within ten (10) days by certified mail, return receipt requested, or by hand delivery to the following designated entities: any in- or out-of-state hospital, nursing home, clinic, other licensed facility, or municipal, state, or federal facility at which the Respondent practices medicine; any in- or out-of-state health maintenance organization with whom the Respondent has privileges or any other kind of association; any state agency, in- or out-of-state, with which the Respondent has a provider contract; any in- or out-of-state medical employer, whether or not the Respondent practices medicine there; the state licensing boards of all states in which the Respondent has any kind of license to practice medicine; the Drug Enforcement Administration Boston Diversion Group; and the Massachusetts Department of Public Health Drug Control Program. The Respondent shall also provide this notification to any such designated entities with which the Respondent becomes associated during the period of probation. The Respondent is further directed to certify to the Board within ten (10) days that the Respondent has complied with this directive.

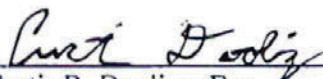
The Board expressly reserves the authority to independently notify, at any time, any of the entities designated above, or any other affected entity, of any action it has taken.



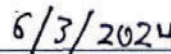
Alok M. Kanojia, M.D.
Licensee



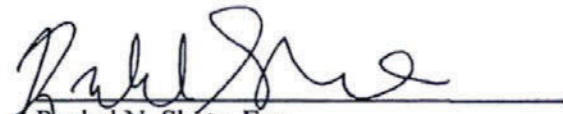
Date



Curtis B. Dooling, Esq.
Attorney for the Licensee



Date


Rachel N. Shute, Esq.
Complaint Counsel

6/7/2024
Date

So ORDERED by the Board of Registration in Medicine this 10th day of June,
2024.



Booker T. Bush, M.D.
Board Chair